BANGALORE METRO RAIL CORPORATION LIMITED

Driving Bangalore Ahead

TENDER DOCUMENT

Comprehensive Annual Maintenance Contract for Sewage Treatment Plant at Reach -1 Extension Metro Stations.

TENDER No. BMRCL/O&M/CSW/L1/03/2023-24

JANUARY 2024

BANGALORE METRO RAIL CORPORATION LIMITED
III Floor, BMTC Complex, K H Road, Shanthinagar
Bangalore – 560 027
Karnataka,
India

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Tender No: BMRCL/O&M/CSW/L1/03/2023-24		
Name of Work: Comprehensive Annual Maintenance Contract for Sewage Treatment Plant at Reach -1 Extension Metro Stations.		
Sl.No	**Description**	
1.	Estimated Value of Work	INR **20,06,400.00 /- (Rupees Twenty Lakhs Six Thousand Four Hundred only**)
2.	Tender Security/EMD amount	INR **40,128** /- (Indian Rupees Forty Thousand One Hundred and Twenty Eight only)
3.	Completion period of Works	12 Months
4.	**Online Sale** of Tender Documents	As per e- procurement portal
5.	Date and Time of submission of Tender	As per e- procurement portal
6.	Date and Time of opening Tender	As per e- procurement portal
7.	Purchase of Tender documents	As per e- procurement portal
8.	Place of Submission & Opening of Tenders @	As per e- procurement portal
9.	Address for communication	The Deputy General Manager (DGM-CSW-L1) Bangalore Metro Rail Corporation Ltd., Admin Building, Baiyappanahalli Depot, S V Road, Bangalore – 560 038, Karnataka, India. Ph No :+91 9176832181 Fax No: 080-25191114 Email Id: balachandranp@bmrc.co.in

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SECTION 1: NOTICE INVITING TENDERS (NIT)

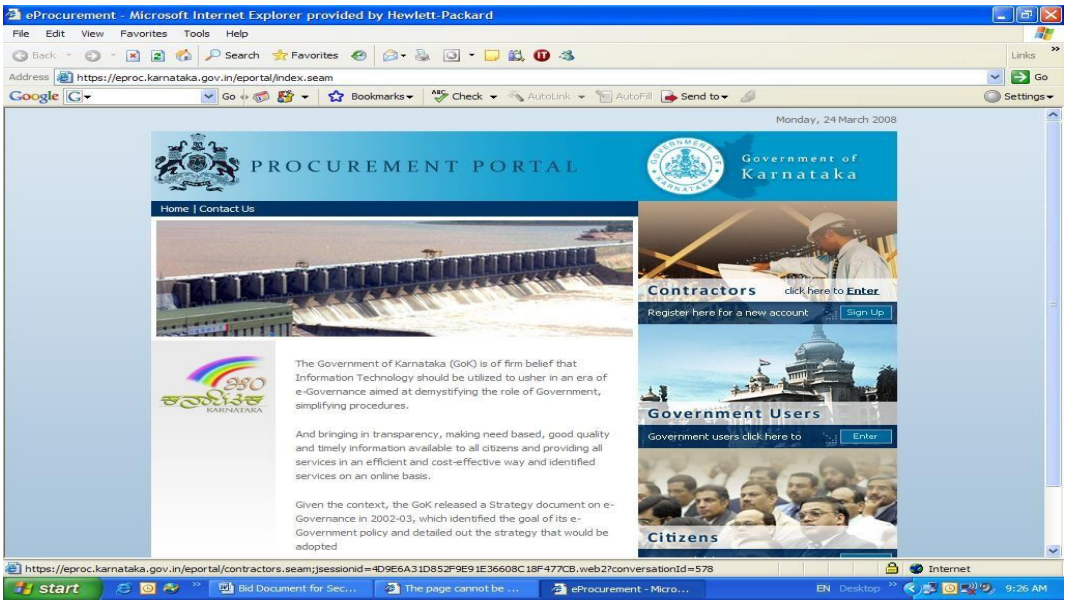
Tender No: BMRCL/O&M/CSW/L1/03/2023-24 Date: 00-00-2024

1. Bangalore Metro Rail Corporation Ltd (BMRCL) invites Tenders (Under Single Stage –Single Envelope System) from eligible Tenderers, registered in any Central Govt/State Govt/PSU's/Govt bodies/ MES/ Railway/ CPWD /KPWD and having work experience in any Public Limited Companies for the works detailed in the Table below.

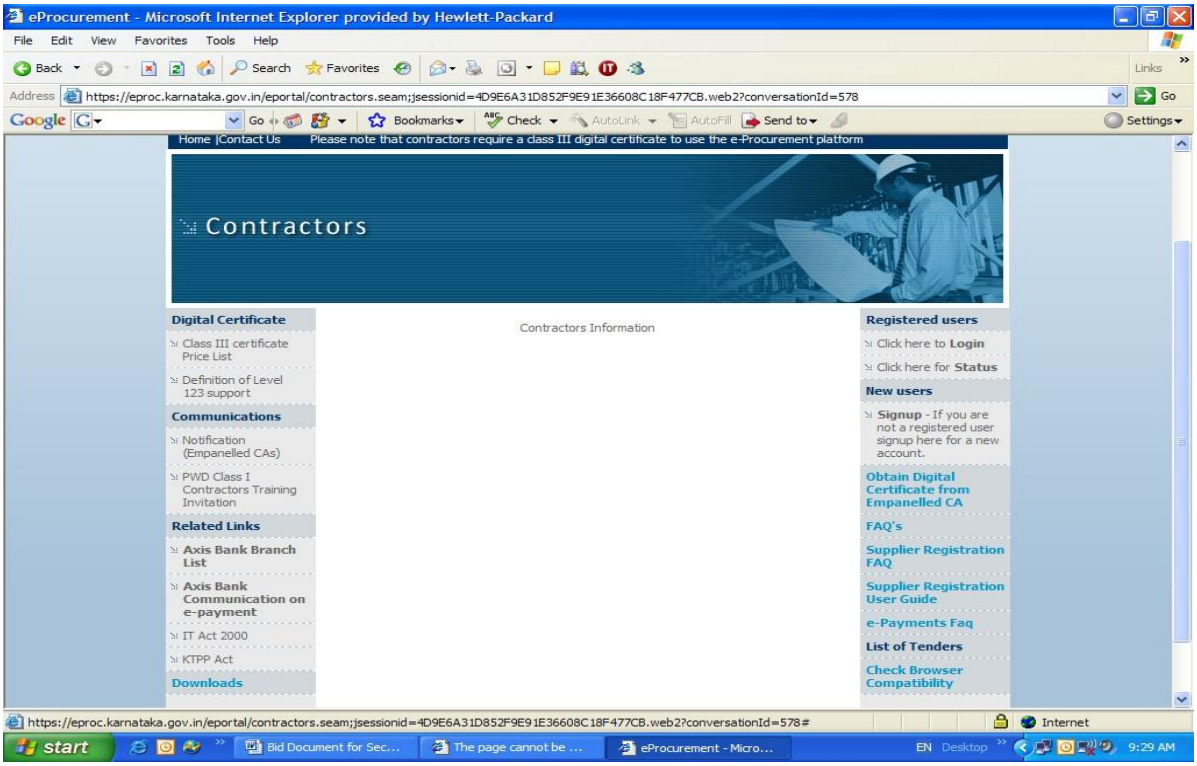
Tender No.	Name of work	Estimated value of work (Rs.)	Earnest Money Deposit/ Tender Security (Rs.)	Period of completion
1	2	3	4	5
BMRCL/O&M/CSW/L1/03/2023-24	Comprehensive Annual Maintenance Contract for Sewage Treatment Plant at Reach -1 Extension Metro Stations.	**Rs 20,06,400 /-**	**Rs 40,128 /-**	**12 Months**

2. The Tenderers shall submit Tenders for whole of the Comprehensive Annual Maintenance Contract (CAMC) Works. The Tenderers are advised to note the minimum **Qualification Criteria specified in Clause 3** of the **Instructions to Tenderers** to qualify for award of the Contract.

3. Tender documents may be downloaded from Government of Karnataka e-Procurement website www.eproc.karnataka.gov.in.


eProcurement - Microsoft Internet Explorer provided by Hewlett-Packard
PROCUREMENT PORTAL
Government of Karnataka
Home | Contact Us
Contractors
click here to Enter
Register here for a new account
Sign Up
Government Users
Government users click here to
Enter
Citizens
The Government of Karnataka (GoK) is of firm belief that Information Technology should be utilized to usher in an era of e-Governance aimed at demystifying the role of Government, simplifying procedures.
And bringing in transparency, making need based, good quality and timely information available to all citizens and providing all services in an efficient and cost-effective way and identified services on an online basis.
Given the context, the GoK released a Strategy document on e-Governance in 2002-03, which identified the goal of its e-Government policy and detailed out the strategy that would be adopted

After login to Contractors, please scroll down to the right side bottom to see List of Tenders, Please click there to find the details of NIT and download copy of the tender. The tender can be downloaded in the portal as per prescribed date and time published in the portal. Only Interested Contractors who wish to participate should remit online tender processing fee, after registering in the portal. The tender processing fee /transaction fee is non-refundable.



4. Tenders must be accompanied by Earnest Money Deposit specified for the work in the table below can be paid through e-procurement portal. Earnest Money Deposit will have to be in any one of the forms as specified in e-procurement portal and shall have to be valid for **45 days** beyond the validity of the Tender (i.e. 165 days from the date of submission of tender)..

5. Tenders must be electronically submitted (on-line through internet) within the date and time as published in e-procurement portal. First Cover Tenders (Technical Bid) will be opened after prescribed time and date in the e-procurement portal, in the presence of the Tenderers who wish to attend at the office Bangalore Metro Rail Corporation Ltd, Admin Building, Baiyappanahalli.

6. A Pre-tender meeting will be held on the time, date and place specified in the e-procurement portal to clarify the issues if any, and to answer questions on any matter that may be raised at that stage as stated in Clause 6.2 of 'Instructions to Tenderers' of the tender document.

7. Late Tenders, i.e., Tenders received after the stipulated time of submission of Tender on the specified date, shall not be accepted under any circumstances.

8. The Employer requires that Tenderers and Contractors observe highest standard of ethics during the procurement and execution of the Contract. In pursuance of this policy, The Employer;

(a) will reject the Tender for the Work or rescind the Contract, if the Employer determines that the Tenderer / Contractor has engaged in corrupt or fraudulent practices.

(b) will declare a Contractor ineligible, either indefinitely or for a stated period of time, to be awarded a Contract, if the Employer, at any time, determines that the Tenderer or the Contractor has engaged in corrupt or fraudulent practices in competing for, or in executing, the Contract.

9. All Tenderers are hereby cautioned that Tenders shall be submitted without any deviation, alteration or modification. Tenders containing any deviation from contractual terms and

conditions, specifications and other requirements shall be considered as non-responsive and shall be liable for rejection.

10. BMRCL reserves the right to accept or reject any or all Tenders without assigning any reason. No Tenderer shall have any cause of action or claim against BMRCL for rejection of his Tender.

11. A firm after purchase of the Tender document in their name can submit the Tender in their firm name only.

12. Addendum / Corrigendum, if any will be intimated to all the Tenderers and also be will uploaded on e-procurement portal..

Chief General Manager (Civil)
Bangalore Metro Rail Corporation Limited

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SECTION 2: INSTRUCTIONS TO TENDERERS (ITT)

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SECTION – 2 - INSTRUCTIONS TO TENDERERS

A. GENERAL

1. Description of the work

1.1 Bangalore Metro Rail Corporation limited (BMRCL), a Special Purpose Vehicle (SPV) established under the Companies Act, 1956 (hereinafter referred to as "BMRCL" or "the Company" or "the Employer" or "the Client"), invites Tenders following Three cover Tender Procedure from the eligible Tenderers for "**Comprehensive Annual Maintenance Contract for Sewage Treatment Plant at Reach -1 Extension Metro Stations.**.". (hereinafter referred to as "the works") as per terms and conditions contained in this Tender documents.

1.2 The Comprehensive Annual Maintenance Contract (AMC) is for Sewage treatment plant at Reach -1 Extension. The prices for the Comprehensive Annual Maintenance Contract shall be quoted on unit rate and prices of annual basis and shall remain firm.

1.3 The Comprehensive Annual Maintenance Contract is for a period of 12 months.

1.4 Comprehensive Annual Maintenance Contract shall be governed in accordance with the instructions given herein. The payment is proportionately made on **Quadrimester basis (4 months**) on the basis of completion of the activity envisaged in the Maintenance Contract.

2. Eligible Tenderers

2.1 Tenderers shall not be under a declaration of ineligibility for corrupt and fraudulent practices issued by the Government of Karnataka or BMRCL.

2.2 This is a Domestic Competitive Bidding. Sole Proprietorship Firm/ Partnership Firm/Private Limited Company/ Public Limited Company are eligible to apply.

2.3 Any Tenderer from a country which shares a land border with India will be eligible to bid in this tender only if the Tenderer is registered with the Competent Authority. The Competent Authority for registration will be the Registration Committee constituted by the Department for Promotion of Industry and Internal trade (DPIIT). **For Details** refer to OM vide F.No.6/18/2019-PPD darted 23/07/2020 and Order (Public Procurement No.1,2 &3 Vide F.No.6/18/2019-PPD) dated 23/07/2020 & 24/07/2020 issued by Ministry of Finance, Department of Expenditure, Public Procurement Division.

2.3.1 ITT clause 2.3 will not apply to Tenderers from those countries (even if sharing a land border with India) to which the Government of India has extended lines of credit or in which the Government of India is engaged in development projects.

2.3.2 All the participating Tenderers are mandatorily required to submit a certificate along with the Tender regarding their compliance with this clause/order in regard to restrictions of procurement from the Tenderers from countries sharing land borders with India as per the format included in Annexure-7 to these Contract Conditions. If such certificate given by a Tenderer whose Tender is accepted is found to be false, this would be a ground for immediate termination and further legal action in accordance with law

2.4 Tenders from Joint ventures are not acceptable.

2.5 The Tenderer should not have been blacklisted / debarred by any Government / Government undertaking / semi Government / Govt. Controlled Institutions/projects/ Reputed private organizations in India during last five (5) years. Also the Tenderer should not have rescinded the works after award of the contract during last five (5) years. The Tenderer shall provide an Undertaking as provided at Annexure – 4 of Section-10.

Note: *Last five (5) years shall be counted from 28 days prior to the date of submission of the Tender.*

3. Qualification of the Tenderer

Tenderers who meet the below specified minimum Qualification Criteria will only be qualified.

3.2 **Tender Capacity:**

Eligible Tenderers will be qualified only if their available Tender capacity is more than the total Tender value. The available Tender capacity will be calculated as under:

Assessed available Tender capacity = (A x N x 2.5 - B)*

Where;

A = Maximum value of works executed in any one year during the last five years (updated to 2023-24 price level) taking into account the completed as well as works in progress.

N = Number of years prescribed for completion of the works for which Tenders are invited.

B =Value, at 2023-24 price level, of existing commitments and on-going works to be completed during the next Twelve (12) Months.

Note: *The statements showing the value of existing commitments and on-going works as well as the stipulated period of completion remaining for each of the works listed should be countersigned by the respective Employer in charge, not below the rank of an Executive Engineer or equivalent.*

3.3 **Work Experience:**

3.3.1 The Tenderer should have executed the works/have experience in '**similar works'** in any of the following organizations :-

(i) In any Central Govt. / State Govt. /PSU's / Govt bodies / MES / Railway / CPWD / KPWD/ All Metro Rail Corporation Limited.

3.4 All Tenderers shall provide the requested information accurately and in sufficient detail in

3.5 **Section 3: Qualification Information**.

3.6 To qualify for award of this Contract,

(a) Each Tenderer in its name should have in the last five financial years i.e. 2018-19,2019-20, 2020-21 ,2021-22 and 2022-23 achieved in at least two financial years an average annual financial turnover of **Rs 20.06 Lakhs.**

(b) Each Tenderer in its name should have successfully completed or substantially completed similar works during last five (05) years either of the following:

(i) One (01) similar work costing not less than the amount equal to **Rs 10.03 Lakhs;**

(ii) Two (02) similar work costing not less than the amount equal to **Rs 8.02 Lakhs;**

(iii)Three (03) similar work costing not less than the amount equal to **Rs 6.02 Lakhs** .

Note: 1. "Similar Works" means **"Comprehensive / Annual Maintenance of STP Units of Minimum 10kld capacity".**

2**. Substantially completed works** means those works which are at least **90% completed** as on the date of Tender submission (i.e. gross value of work done up to the last date of submission is 90% or more of the original contract price) and continuing satisfactorily

3. Last five (5) years shall be counted from 28 days prior to the date of submission of Tender.

4. In case the Tenderer has executed works/contract for a client, which includes "other works in addition to **similar woks**, then the Tenderer should provide a client certificate clearly indicating the amount of work done in respect of the **"similar work"** in support of work experience.
5. Work Completion Certificate shall be certified by Executive Engineer or above rank and consider to be valid

3.4 Even though the Tenderers meet the above Qualification criteria they are subject to be disqualified if they have:

(a) made misleading or false representations in the forms, statements and attachments submitted in proof of the qualification requirements; and/or

(b) record of poor performance such as abandoning the works, not properly completing the Contract, inordinate delays in completion, litigation history, or financial failures etc.; and/or

(c) Participated in the previous Tender for the same work and had quoted unreasonably high Tender prices and could not furnish rational justification.

4 Cost of Tendering

4.1 The Tenderer shall bear all costs associated with the preparation and submission of its Tender and BMRCL will in no case be responsible or liable for these costs, regardless of the conduct or outcome of the Tender process.

B. TENDER DOCUMENTS

5 Content of Tender documents

5.1 Tendering procedures and Contract terms are prescribed in the Tender documents. The Tender document shall include:

1. Notice Inviting Tenders (NIT)
2. Instructions to Tenderers (ITT)
3. Qualification Information
4. Form of Tender (FOT) Including appendix and Bill of Quantities.
5. General Conditions of Contract (GCC)
6. Special Conditions of Contract (SCC)
7. Technical Specifications
8. Drawings
9. Proforma of Bank Guarantee
10. Annexures

5.2 The Tenderer is expected to examine all Instructions, Forms, Terms, and Specifications in the Tender documents. Failure to furnish all information required by the Tender documents or submission of a Tender not substantially responsive to the Tender documents in every respect will be at the Tenderer's risk and may result in rejection of its Tender

6 Clarification of Tender Documents

6.1 A prospective Tenderer requiring any clarification of the Tender documents may notify the Employer in writing or by Telex or Cable or Fax at the Employer's mailing address indicated in the Notice Inviting Tenders The Employer will respond in writing to any request for clarification of the Tender documents which it receives no later than date specified in "Appendix to form of Tender" (section-4). Written copies of the Employer's response (including an explanation of the query but without identifying the source of inquiry) will be sent to all prospective Tenderers who

have received the Tender documents and also will be uploaded in BMRCL's website: www.bmrc.co.in.

7 Amendment of Tender documents

7.1 At any time prior to the deadline for submission of Tenders, the Employer may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Tenderer, modify the Tender documents by an amendment / addenda. The same shall be uploaded on BMRCL Website: www.bmrc.co.in

7.2 All prospective Tenderers who have downloaded the Tender documents will be notified of the addenda in writing or by cable or by fax, and will be binding on them. The same also will be uploaded on BMRCL's website: www.bmrc.co.in.

7.3 To give prospective Tenderers reasonable time in which to take an amendment into account in preparing their Tenders, the Employer shall extend as necessary the deadline for submission of Tenders, in accordance with ITT Sub-Clause 17.2 below.

7.4 Without prejudice to the order of preference, the provisions in such addenda shall take priority over the Tender document issued previously. The Tenderers should acknowledge receipt of such addenda and list them in the tender submittals.

8 Language of Tender

8.1 The Tender prepared by the Tenderer, as well as all correspondence and documents relating to the Tender exchanged by the Tenderer and the Employer, shall be in English language. Supporting documents and printed literature furnished by the Tenderer may be in another language provided they are accompanied by an accurate translation of the relevant passages in the English language in which case, for purposes of interpretation of the Tender, the translated version in English shall govern.

C. PREPARATION OF TENDERS

9 Documents comprising the Tender

9.1 The Tender duly filled and submitted by the Tenderer shall comprise the following:

(a) The Form of Tender (in the format indicated in Section 4);
(b) Earnest Money Deposit / Tender Security (in accordance with ITT Clause 14);
(c) Bill of Quantities (in the format indicated in Section 4);
(d) Qualification Information Form and Documents (in accordance with Section 3), and any other submissions as per requirements of Tender Document;
(e) Proof of Payment of Tender Fee/e-receipt.
(f) One set of complete Tender documents downloaded from BMRCL's website (including Employer's clarification and addenda, if any), in accordance to ITT clause 16.8.

and any other documents required to be completed and submitted by Tenderers in accordance with these instructions. **The documents listed under Sections 3 and 4 shall be filled in without exception.**

10 Form of Tender

The Tenderer shall complete the Form of Tender furnished in the Tender on firm's letter head and the Bill of Quantities furnished in the tender document indicating the percentage (above or below or at par) furnished in the Tender documents and submit duly signed and stamped along with the tender submittals.

11 Tender prices

11.1 The Contract shall be for the whole of the Works as described in Clause 1.0 of ITT, based on the Bill of Quantities submitted by the Tenderer.

11.1.1 The Quoted price shall be inclusive of labour cess charges and duties under applicable law but exclusive of CGST and SGST as specific under GCC Clause 28. BMRCL shall pay the output CGST and SGST as invoiced by the contractor to BMRCL.

The Tenderer shall ascertain applicable duties under applicable Acts and shall be included in the quoted price but excluding the CGST and SGST.

11.1.2 The evaluation and comparison of Tenders shall be made accordingly by BMRCL. No claim will be entertained on this account after acceptance of the Tender or during the currency of the Contract.

11.1.3 **Income Tax (IT) deduction:** As per the prevailing rate, IT shall be deducted and remitted to the Income Tax authorities and Form 16A shall be furnished by BMRCL in proof of remittance to IT Department. For availing lower deduction of Income Tax, necessary certificate for each financial year issued by the Income Tax Authority shall be furnished by the Contractor, failing which IT at the maximum rate will be deducted.

11.2 The Tender is a **Percentage Tender**. The Cost of all the individual items shall be computed for the entire work and the Tender premium (above or below or at par) on the Total (Estimated) cost shall be quoted. Any additional item/s not found in the BOQ and if it is required to be executed for completion of the work under this Contract, the rate for which shall be as per KPWD Schedule of Rates of the respective year above or below Tender premium which the BMRCL has accepted. If the item required is not found in any of the Schedule of Rates of KPWD or CPWD, then rate shall be worked out as stipulated in GCC Clause.

11.3 The Percentage quoted by the Tenderer shall be fixed for the duration of the Contract and shall not be subject to adjustment on any account, unless provided otherwise in the General Conditions of Contract.

11.4 A Tender submitted with an adjustable price quotation will be treated as non-responsive and rejected, pursuant to ITT Clause 23.

11.5 The rates or percentage should be written in numerals only (in figures and words) (limited to Two (2) decimals only). If the Tenderer writes/indicates any other matter/s the Tender will be summarily rejected.

11.6 Proof of GST paid to the Government shall be submitted to BMRCL along with succeeding Bills and also, the GST paid against the final bill shall be submitted before release of Performance Bank Guarantee.

12 Tender Currency

12.1 Prices shall be quoted in Indian Rupees only.

13 Tender validity

13.1 Tenders shall remain valid for a period as specified in ‘Appendix to Form of Tender’ (Section 4) after the deadline date for Tender submission specified in Clause 17 of ITT. A Tender valid for a shorter period shall be rejected by the Employer as non-responsive.

13.2 In exceptional circumstances, prior to expiry of the original time limit, the Employer may request that the Tenderers may extend the period of validity for a specified additional period. The request and the Tenderers' responses shall be made in writing or by cable. A Tenderer may refuse the request without forfeiting his Earnest Money Deposit. A Tenderer agreeing to the request will not be required or permitted to modify his Tender, but will be required to extend the validity of his Earnest Money Deposit for a period of the extension, and in compliance with ITT Clause 14 in all respects.

14 Earnest Money Deposit (EMD) / Tender Security

14.1 The Tenderer shall furnish, as part of his tender, earnest money deposit in the amount as mentioned in NIT for this particular Work shall be paid in the e–procurement portal using any of the following modes.

1. Credit Card
2. Direct Debit
3. Internet Banking

Offline payments:

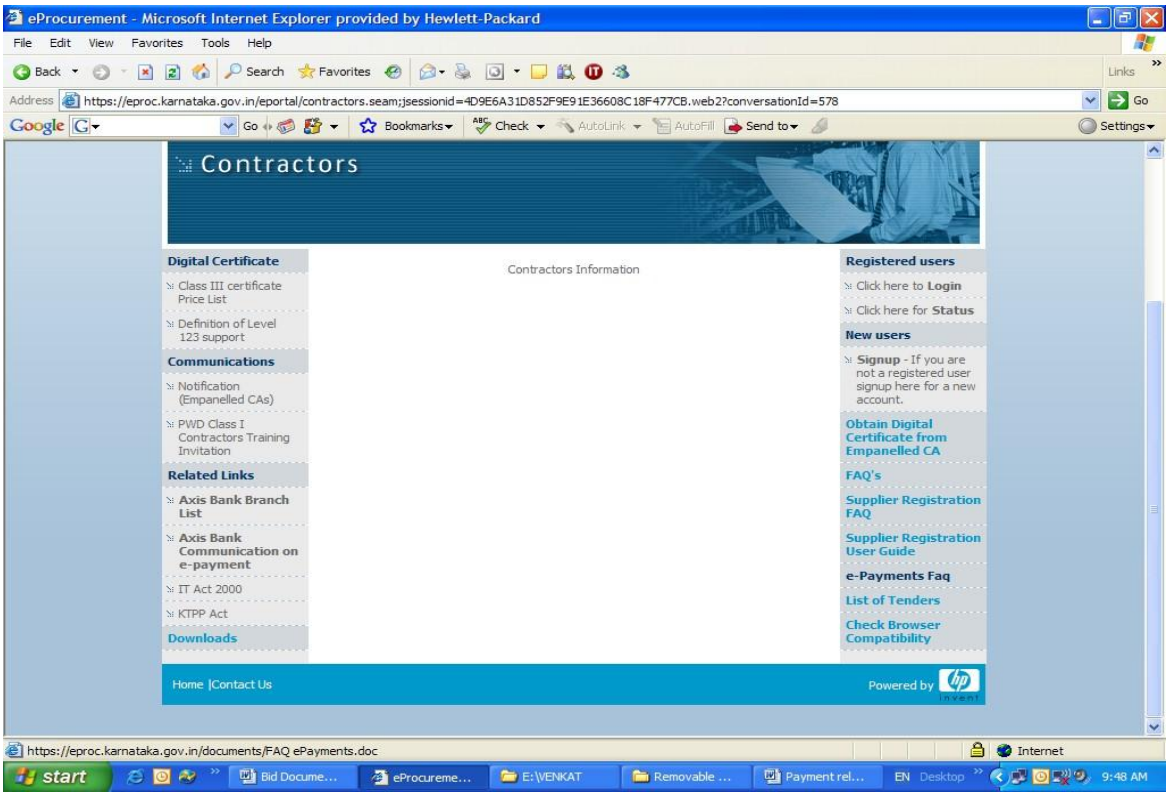
1. Remittance at the Bank Counter using challan (ICICI Bank only)
2. National Electronic Funds Transfer (NEFT)

The e-payment made under any of the above options shall remain valid for a period of 165 (One hundred and Sixty Five) days from the Last Date for receipt of Tenders, or beyond any period of extension subsequently as determined by Authority from time to time. The Tender shall be summarily rejected if it is not accompanied by the earnest money deposit.

Please note that payment submitted through cheque or demand draft shall not be accepted. Further details regarding e-payment; please refer to E-Procurement Website.

The Tenderer's Tender will be evaluated only on confirmation of receipt of the payment (EMD) in the Government of Karnataka central pooling a/c held at designated Bank.

For details on e-Payment services refer to e-procurement portal for more details on the process.



Note: The Employer shall not be held responsible in case of failure on part of the Tenderer to furnish part of the earnest money deposit through E-Procurement Website or for rejection of Tenders by E- Procurement for whatsoever reasons. No correspondence shall be entertained by the Employer in this regard.

14.2 EMD amount shall be submitted by the Tenderer taking into account of the following Conditions.

a. **Earnest money deposited shall be accepted only in the form of Electronic**

Cash will be maintained in the Government's Central Pooling Account at designated Bank until the Work is awarded.

b. The Tenderer's Tender will be evaluated only on Confirmation of Receipt of the Payment of earnest money deposited as indicated in Sub Clauses 14.1 and14.2.

14.3 Any tender not accompanied by an acceptable earnest money deposit and not secured as indicated in Sub-Clauses 14.1 and 14.2 above shall be rejected by the Employer as non-responsive.

14.4 The earnest money deposit of unsuccessful Tenderers will be returned within 30 days of the end of the tender validity period specified in Sub-Clause12.1.

14.5 The earnest money deposit of the successful Tenderer will be discharged when the Tenderer has signed the Agreement and furnished the required Performance Security.

14.6 The Earnest Money Deposit (EMD) may be forfeited:

(a) If a Tenderer
  (i) withdraws or amends or impairs or derogates its Tender during the period of Tender validity specified by the Tenderer on the Form of Tender; or
  (ii) does not accept the correction of errors pursuant to ITT Clause 24.2; or

(b) In case of a successful Tenderer, if the Tenderer fails:
  (i) To sign the Contract Agreement in accordance with ITT Clause 29; or
  (ii) To furnish Performance Security in accordance with ITT Clause 30.

15 Not Used

D. SUBMISSION OF TENDERS

16 Submission of Tenders

16.1 The Tenderer shall submit the Tender Document electronically before the submission date and time published in e-procurement portal. The Authority will evaluate only those Tenders that are received in the required formats and complete in all respects

16.2 Tender document is not transferable and the party to whom Tender has been sold can only quote/submit their offer against the Tender. Tenderer cannot authorize any other party on his behalf. All correspondence will be made with the Tenderer to whom Tender document has been sold.

16.3 The Tenderer shall submit the hard copy of the Tender 'Qualification Cum Technical package including bill of quantities' uploaded in the e-procurement portal at the office of the DGM (CSW-L1) within the submission due date. Incase of any discrepancy the uploaded document shall prevail.

17 Deadline for submission of the Tenders

17.1 Tenders must be received by the Employer at the address specified in Appendix to Form of Tender not later than time and date given in the Notice Inviting Tenders (Section 1). In the event of the specified date for the submission of Tenders being declared a holiday for the Employer, the Tenders will be received up to the appointed time on the next working day.

17.2 The Employer may, at its discretion, extend this deadline for submission of Tenders by issuing an amendment in accordance with ITT Clause 7, in which case all rights and obligations of the Employer and the Tenderers previously subject to the original deadline will thereafter be subject to the deadline as extended.

18 Late Tenders

18.1 Any Tender received by the Employer after the deadline for submission of Tenders prescribed by the Employer, pursuant to ITT clause 17, will be rejected and / or returned unopened to the Tenderer.

19 Modification and Withdrawal of Tenders

19.1 The Tenderers may modify or withdraw their Tenders, after the Tender submission, provided that written notification of the "**MODIFICATION**" or "**WITHDRAWAL**" is received by the Employer prior to the deadline prescribed in ITT Clause 17.

19.2 Each Tenderer's modification or withdrawal notice shall be prepared, sealed, marked, and delivered in accordance with ITT Clause 15 and 16, not later than the deadline for submission of the Tenders with the outer and inner envelopes additionally marked "**MODIFICATION**" or "**WITHDRAWAL**", as appropriate.

19.3 No Tender may be modified subsequent to the deadline for submission of Tenders.

19.4 Withdrawal or modification of a Tender between the deadline for submission of Tenders and the expiration of the original period of Tender validity specified in ITT Sub-clause 13.1 above or as extended pursuant to ITT Sub-clause 13.2 may result in the forfeiture of the Earnest money deposit pursuant to ITT Clause 14.

E. TENDER OPENING AND EVALUATION

20 Tender opening

20.1 The Employer will open the First Cover (EMD/Tender Security) followed by the Tender document (Copy/Original Tender), whose EMD has been found acceptable (except those received late or withdrawn), including "**MODIFICATIONS**" made pursuant to ITT Clause 19, in the presence of the Tenderers or their representatives who choose to attend on the date and the place specified in ITT Clause 17. In the event of the specified date of Tender opening being declared a holiday for the Employer, the Tenders will be opened at the appointed time and location on the next working day.

20.2 Envelopes marked "**WITHDRAWAL**" shall be opened and read out first. The Tender of a Tenderer for which an acceptable notice of withdrawal has been submitted pursuant to ITT Clause 19 shall not be opened.

20.3 The Tenderer's names, Tender withdrawals and modifications, the presence or absence of Earnest Money Deposit (amount, format and validity), submission of qualification information and other such information as the Employer, may consider appropriate, will be announced by the Employer at the Tender opening stage.

No Tender shall be rejected at Tender opening stage except for the late Tenders pursuant to ITT Clause 18 or Tenders not accompanied by an acceptable EMD. Late and withdrawn Tenders will be returned unopened to Tenderers.

20.4 The Employer shall prepare the Minutes of the Tender opening, including the information disclosed to those present in accordance with ITT Sub-Clause 20.3.

20.5 The Tenderer's designated representatives who choose to attend the Tender opening will be required to sign the minutes recorded during the Tender opening. The omission of Tenderer's signature on the minutes shall not invalidate the content and effect of the record.

20.6 The Employer will evaluate and determine whether each Tender (a) meets the eligibility criteria defined in ITT Clause 2; (b) is accompanied by the required Earnest Money Deposit as per stipulations in ITT Clause 14; and (c) meets the minimum qualification criteria stipulated in ITT Clause 3. The Employer will draw out a list of qualified Tenderers.

20.7 Tenders which are not accompanied by a valid EMD / Tender Security, or are accompanied by an unacceptable or fraudulent EMD / Tender Security shall be considered as non-compliant and rejected. Tenders of Such Tenderers will be returned unopened.

20.8 All decisions whether a Tender is Non- Responsive, unacceptable or whether a EMD / Tender Security is fraudulent or unacceptable or non- compliant will be that of the Employer.

21 Process to be confidential

21.1 Information relating to the examination, clarification, evaluation, and comparison of Tenders and recommendations for the award of a Contract shall not be disclosed to Tenderers or any other persons not officially concerned with such process until the award to the successful Tenderer has been announced. Any effort by a Tenderer to influence the Employer's processing of Tenders or award decisions may result in the rejection of his Tender.

22 Clarification of Tender submittals

22.1 To assist in the examination, evaluation, and comparison of Tenders, the Employer may, at his discretion, ask any Tenderer for clarification of his Tender, including breakdowns of unit rates. The request for clarification and the response shall be in writing or by cable, but no change in the price or substance of the Tender shall be sought, offered, or permitted except as required to confirm the correction of arithmetic errors discovered by the Employer in the evaluation of the Tenders in accordance with ITT Sub-clause 24.

22.2 Subject to ITT sub-clause 22.1, no Tenderer shall contact the Employer on any matter relating to its Tender from the time of the Tender opening to the time the Contract is awarded. If the Tenderer wishes to bring additional information to the notice of the Employer, it should do so in writing.

22.3 Any effort by the Tenderer to influence the Employer in the Employer's Tender evaluation, Tender comparison or contract award decisions may result in the rejection of the Tenderers' Tender.

23 Examination of Tenders and determination of responsiveness

23.1 The Employer will examine the Tenders to determine whether they are complete, whether any computational errors have been made, whether required sureties have been furnished, whether the documents have been properly signed, and whether the Tenders are generally in order.

The Employer may waive any minor informality or non-conformity or irregularity in a Tender which does not constitute a material deviation, provided such a waiver does not prejudice or affect the relative ranking of any Tenderer.

23.2 A substantially responsive Tender is one which conforms to all the terms, conditions, and specifications of the Tender documents, without material deviation or reservation. A material deviation or reservation is one (a) which affects in any substantial way the scope, quality, or performance of the Works; (b) which limits in any substantial way, inconsistent with the Tender documents, the Employer's rights or the Tenderer's obligations under the Contract; or (c) whose rectification would affect unfairly the competitive position of other Tenderers presenting substantially responsive Tenders.

23.3 If a Tender is not substantially responsive, it will be rejected by the Employer, and may not subsequently be made responsive by correction or withdrawal of the nonconforming deviation **or reservation.**

24 Correction of errors

24.1 Tenders determined to be substantially responsive will be checked by the Employer for any arithmetic errors. Errors will be corrected by the Employer as follows:

(a) where there is a discrepancy between the rates/percentage in figures and in words, the **words will govern**; and

(b) where there is a discrepancy between the unit rate/percentage and the line item total resulting from multiplying the unit rate by the quantity, the unit rate/percentage as quoted will govern, unless in the opinion of the Employer there is an obvious gross misplacement of the decimal point in the unit rate, in which case the line item total as quoted will govern and the unit rate / percentage will be corrected.

(c) If no unit rate is indicated either in words or figures the item rate will be considered as NIL and it shall be deemed that the Tenderer has included the item rate against other items and the tenderer has to execute the contract including the item for which the unit rate is not indicated.

(d) If more than one rate / percentage is quoted, then the Tender submitted by the Tenderer will be rejected.

24.2 The amount stated in the Tender will be adjusted by the Employer in accordance with the above procedure for the correction of errors and shall be considered as binding upon the Tenderer. If the Tenderer does not accept the corrected amount the Tender will be rejected, and the Earnest Money Deposit shall be forfeited in accordance with Sub-Clause 14.8 of ITT.

25 Evaluation and comparison of Tenders

25.1 The Employer will evaluate and compare only the Tenders determined to be substantially responsive in accordance with ITT Clause 23. No Tender will be considered if complete requirements covered in the schedule is not included in the Tender.

25.2 In evaluating the Tenders, the Employer will determine for each Tender the evaluated Tender Price by adjusting the Tender Price as follows:

(a) making any correction for errors pursuant to ITT Sub-clause 24; and
(b) making appropriate adjustments to reflect discounts or other price modifications offered.

25.3 The Employer reserves the right to accept or reject any variation, deviation, or alternative offer. Variations, deviations, and alternative offers and other factors which are in excess of the requirements of the Tender documents or otherwise result in unsolicited benefits for the Employer shall not be taken into account in Tender evaluation.

25.4 The Tenders received will be evaluated by the Employer to ascertain the lowest acceptable Tender in the interest of the Employer, as specified in the specification and Tender documents. Evaluation criteria not mentioned herein but mentioned specifically in the technical specifications will be taken into consideration in the evaluation of offers.

25.5 If the Tender of the successful Tenderer is seriously unbalanced in relation to the Employer's estimate of the cost of the work to be performed under the Contract, the Employer may require the Tenderer to produce detailed price analysis for any or all items of the Bill of Quantities, to demonstrate the internal consistency of those prices with the Annual Maintenance Contract (AMC) methods and schedule proposed. After evaluation of the price analysis, the Employer may require that the amount of the Performance Security set forth in ITT Clause 30 be increased at the expense of the successful Tenderer to a level sufficient to protect the Employer against financial loss in the event of default of the successful Tenderer under the Contract, subject to conditions as specified in Special Conditions of Contract.

F. AWARD OF CONTRACT

26 Award criteria

26.1 Subject to ITT Clause 28, the Employer will award the Contract to the Tenderer whose Tender has been determined to be substantially responsive to the Tender documents and who has offered the lowest evaluated Tender Price, provided that such Tenderer has been determined to be

(a) eligible in accordance with the provisions of ITT Clause 2, and

(b) Qualified in accordance with the provisions of ITT Clause 3.

27 Employer's right to vary Quantities during the Contract

27.1 The Employer reserves the right during the pendency of Contract to increase or decrease the quantity of the items originally specified in the Bill of Quantity without any change in unit price or other terms and conditions as defined GCC Clause 41 and the respective Special Conditions of Contract.

28 Employer's right to accept any Tender and to reject any or all Tenders

28.1 Notwithstanding ITT Clause 26, the Employer reserves the right to accept or reject any Tender, and to cancel the Tender process and reject all Tenders, at any time prior to the award of Contract, without thereby incurring any liability to the affected Tenderer or Tenderers or any obligation to inform the affected Tenderer or Tenderers of the grounds for the Employer's action.

28.2 BMRCL reserves the right to accept the Tender in part or full which is beneficial to BMRCL. BMRCL's decision in this regard shall be final and binding.

29 Notification of award and signing of Agreement

29.1 The Tenderer whose Tender has been accepted will be notified of the award by the Employer prior to expiration of the Tender validity period by cable, email, telex or facsimile confirmed by registered letter. This letter (hereinafter and in the General Conditions of Contract called the "Letter of Acceptance") will state the sum that the Employer will pay the Contractor in consideration of the execution, completion, and maintenance of the Works by the Contractor as prescribed by the Contract (hereinafter and in the Contract called the "Contract Price").

29.2 Unless until a formal agreement is prepared and executed, The Tender together with a" Letter of Acceptance" shall constitute a binding contract between both the parties..

29.3 The Agreement will incorporate all agreements between the Employer and the successful Tenderer within 30 days of receipt of LOA; the successful Tenderer will sign the Agreement and deliver it to the Employer.

29.4 Upon the furnishing of the Security Deposit by the Successful Tenderer, the Employer will promptly notify the other Tenderers that their Tenders have been unsuccessful and will discharge its Earnest Money Deposit, pursuant to ITT Clause 14.

29.5 The costs of stamp duties and similar charges imposed by law shall be borne by the Contractor

30 Security deposit / Performance Security

30.1 Within 20 days of receipt of the Letter of Acceptance, the successful Tenderer shall deliver to the Employer, a Security deposit in accordance with GCC Clause 36 and format given in Proforma of **Section: 9** for an amount as specified in 'Appendix to Form of Tender' (Section 4).

30.2 Failure of the successful Tenderer to comply with the requirements of ITT Sub-Clause 30.1 shall constitute sufficient grounds for cancellation of the award and forfeiture of the Earnest **money deposit.**

31 Corrupt or Fraudulent practices

31.1 The BMRCL requires that the Tenderers observe the highest standard of ethics during the procurement and execution of such Government Financed Contracts. In pursuance of this policy, BMRCL :

(a) defines, for the purposes of this provision, the terms set forth as follows :

(i) "Corrupt practice" means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the procurement process or in Contract execution; and

(ii) "Fraudulent practice" means any omission or misrepresentation of facts in order to influence a procurement process or the execution of a Contract to the detriment of BMRCL/Government, and includes collusive practice among Tenderers (prior to or after Tender submission) designed to establish Tender prices at artificial non-competitive levels and to deprive BMRCL of the benefits of free and open competition;

(b) will reject a proposal for award if it determines that the Tenderer recommended for award has engaged in corrupt or fraudulent practices in competing for the Contract in question;

(c) will declare a firm ineligible, either indefinitely or for a stated period of time, to be awarded a Government financed contract, if it at any time determines that the firm has engaged in corrupt or fraudulent practices in competing for, or in executing, a Government financed contract.

31.2 Furthermore, Tenderers shall be aware of the provision stated in sub-clause 47.2 of the General Conditions of Contract.

32 One Tender per Tenderer

Each Tenderer shall submit only one Tender. A Tenderer who submits or participates in more than one Tender (other than as a sub-contractor or in cases of alternatives that have been permitted or requested) will cause all the proposals with the Tenderer's participation to be disqualified.

33 Site visit

33.1 The Tenderer at his own responsibility and risk is encouraged to visit and examine the Site of Works and its surroundings and obtain all information that may be necessary for preparing the Tender and entering into a Contract for Comprehensive Annual Maintenance Contract (CAMC) The cost of visiting the Site shall be at the Tenderer's own expense.

33.2 The Tenderers are requested to satisfy themselves regarding the availability of water, requirement of electricity, nature and location of work, the configuration of the ground, the type, quality and quantity of the materials, the type of equipment and facilities needed preliminary to and during the progress of the services. He should also assess the law and order situation, the general and local conditions, the labour conditions prevailing there in and all other matters which can in any way affect the services under Contract. The Tenderer will be fully responsible for the Financial effect of any or all the above factors in his rates including also the factors like age of machines, types of CAMC, Working Environment, furniture, equipments etc. installed in BMRCL campus. **No compensation will be given on account of ignorance of any of the factors during execution of the works.**

34 While all efforts have been made to avoid errors in drafting this Tender documents and the Tenderer is advised to check the same carefully and seek clarification within the scheduled period only. No claim on account of any errors detected in Tender document shall be entertained

-- xxx ---

SECTION 3 : QUALIFICATION INFORMATION

1.0 The information to be filled in by the Tenderer hereunder will be used for purposes of evaluating the eligibility and qualification of the Tenderer as provided for in Clause 3.1 of the Instructions to Tenderers. This information will not be incorporated in the Contract.

1.1	Constitution or legal status of Tenderer	(Attach copy)
	Agency in which Registered (with Registration No.)	…… (Attach Copy)
	Principal place of business:	……

		Financial Year	Total Value of works for the year (Rs. Lakh)	Multiplication factor for updation of value of work done to 2023-24	Total value of Works updated to 2023-24 (Rs. Lakh)
1.2	Total value of works (*) executed and payments received year wise in the last five years (in Rs. Lakhs) #	2018-19		1.31	
		2019-20		1.23	
		2020-21		1.14	
		2021-22		1.07	
		2022-23		1.00	

* Value of similar work as defined in ITT clause 3.
# - Attach Certificate from practicing Chartered Accountant

1.3 Information on works which are yet to be completed and works for which Tenders have been submitted as on the date of this Tender.

(A) Existing commitments and on-going works:

Description of Work	Place & State	Contract No. & Date	Name and Address of Employer	Value of Contract (Rs. Lakh)	Stipulated period of completion	Value of works* remaining to be completed (Rs. Lakh)	Anticipated date of completion
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)

* Attach Certificate duly attested by the Employer or Engineer in charge of the ongoing works.

(B) Works for which Tenders already submitted:

Description of Work	Place & State	Name and Address of Employer	Estimated value of works (Rs. Lakh)	Stipulated period of completion	Date when decision is expected	Remarks if any
(1)	(2)	(3)	(4)	(5)	(6)	(7)

……..
……..

1.4 Name, address, and telephone, telex, and fax numbers of the Tenderers' bankers who may provide references if contacted by the Employer.

……
……

1.5 Work performed as Prime Contractor (in the same name) on works of similar nature during the last five years counted as 28 days prior to the date of Tender submission.

Project Name	Name of Employer	Description of Work	Contract Number	Value of contract Rs. Lakhs	Date of issue of Work order	Specified period of completion	Actual date of completion	Remarks explaining reasons for delay in completion of work
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)

……
……
……

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SECTION 4 : FORM OF TENDER

Tender No: BMRCL/O&M/CSW/L1/03/2023-24

Description of Work: Comprehensive Annual Maintenance Contract for Sewage Treatment Plant at Reach -1 Extension Metro Stations.

To:
Bangalore Metro Rail Corporation Limited (BMRCL)
III Floor, BMTC Complex,
K.H. Road, Shanthinagar,
Bangalore- 560027.
Karnataka, India

Dear Sir / Madam,

Having examined the Tender Documents including Addenda Nos. ..... (insert numbers)……., the receipt of which is hereby duly acknowledged, we, the undersigned, offer to execute "**Comprehensive Annual Maintenance Contract for Sewage Treatment Plant at Reach -1 Extension Metro Stations..".** In conformity with the said Tender documents for the sum of "**Rs……. (Total Tender Amount in Figures)……. (in Words)"** or such other sums as may be ascertained in accordance with the Bill of Quantity attached herewith and made part of this Tender.

This Tender and your written acceptance of it shall constitute a binding Contract between us. We understand that you are not bound to accept the lowest or any tender you receive.

We undertake that, in competing for (and, if the award is made to us, in executing) the above Contract, we will strictly observe the laws against fraud and corruption in force in India namely "Prevention of Corruption Act 1988".

We hereby confirm that this Tender complies with the Tender validity and Earnest money deposit required by the Tender documents.

We undertake, if our Tender is accepted, to execute the Works in accordance with the Stipulated Completion Date specified in the 'Appendix to Form of Tender'.

If our Tender is accepted, we will submit the Performance Security for a sum equivalent to Ten (10) percent of the Contract Price for the due performance of the Contract, in the form as prescribed in the Clause 36 of GCC.

We agree to abide by this Tender for the Tender Validity Period specified in Clause 13 of the ITT and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

We agree that in case of any discrepancy between the hard copy of the Tender documents submitted by Hand and the Tender submitted in e-portal , the e-portal shall prevail.

We confirm that we comply with the eligibility requirements as per ITT Clause 2 and clause 3 of the Tender documents.

Dated this ..... day of ..... 20.....

Yours faithfully,

_____
(Signature) (in the capacity of)

Duly authorized to sign Tender for and on behalf of
"……"

(To be submitted duly printed, signed and stamped by the Authorized signatory of the Tenderer on Tenderer's letter pad)

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APPENDIX TO FORM OF TENDER

SALIENT FEATURES OF CONTRACTS (CONTRACT DATA)

Sl.No	Reference Contract Clauses	Description
1.	Employer's Name & Address	Bangalore Metro Rail Corporation Limited (BMRCL) III Floor, BMTC Complex, K.H. Road, Shanthinagar, Bangalore- 560027. Karnataka, India.
2.	Warranty / Defects Liability Period	The Warranty/Defects Liability Period shall start from the date of acceptance by the Employer and shall continue until 12 **months** from that date of acceptance.
3.	Validity of Tender (ITT clause 13)	**120 days** from the latest date of submission of Tenders as per ITT clause 13.
4.	Tender Security / Earnest Money Deposit (EMD) (See Clause 14 of ITT)	Earnest Money Deposit (EMD) of INR 40,128 /- (Indian Rupees Forty Thousand One Hundred and Twenty Eight only) in the form of Demand Draft /Pay Order / Banker's Cheque in favour of the "Bangalore Metro Rail Corporation Ltd", payable / Extendable at Bangalore as defined in clause 14 of Instructions to Tenderers and shall have to be valid for 45 days beyond the validity of the Tender.(i.e. 165 days from the date of tender submission).
5.	Contractor's Name & Address with telephone No and e-mail id	…… …….. /-
6.	Date and time of Tender Submission, Tender opening and place	As per e-Procurement Portal
7.	The Work consists of	Comprehensive Annual Maintenance Contract of Reach-1 Extensions.
8.	Start Date	The date of issue of 'Letter of Acceptance' (LOA) or the date specified in the 'Notice To Proceed', as the case may be.
9.	The Stipulated Completion Date for the whole of the Works	12 months from the start date.
10.	The following documents also form part of the Contract (See Clause 2.2 of GCC)	(1) Contract Agreement (2) Letter of Acceptance, Notice to Proceed with the works (3) Instruction to Tenderers/ Bidders (4) General Conditions of Contract (5) Special Conditions of Contract (6) Form of Tender / Bid Form (7) Technical Specifications including scope of work (8) Bill of quantities (9) Drawings-Nil (10) Contractor's Proposals (11) All correspondence between the Tenderer and BMRCL from the date of issue of NIT and the date of issue of the LOA. (12) Any other document forming part of the Contract.

Sl.No	Reference Contract Clauses	Description
11.	The Site Data	At Reach-1 Extension (Seetrampalya , Kundalahalli, Nallurahalli, Satya Sai Medical Institute, Pattandur agrahara /ITPL, Kadugodi Tree Park ,Hope farm / Chennasandra and Whitefield / kodugodi
12.	Amount of **Performance Security** (See Clause 36 of GCC)	10% of the Contract Value in INR. In the event of variations during the execution of the Contract which result in payments to the Contractor over and above the original contract price, the Performance Security shall be suitably adjusted at every 6 month at the request of the Employer. The Performance Security shall be in the form of Demand Draft / Pay Order / Banker's cheque / Bank Guarantee drawn on and payable at a designated branch in Bangalore**.**
13.	Liquidated Damages	The liquidated damages for the whole of the works are 0.1% of the contract value per day. The maximum amount of liquidated damages for the whole of the works is **ten percent (10%)** of final contract price.
14.	Program (see clause 34 of GCC)	Work Program shall be submitted within 15 days of issue of LOA or earlier as required by the Employer/Engineer.
15.	Payment upon Termination – **Computation of additional cost to the Employer** (GCC Clause 48)	The percentage to apply to the value of the work not completed representing the Employer's additional cost for completing the Works shall be **30 percent**.
16.	AS BUILT DRAWINGS	As Attached

BILL OF QUANTITY

Name of work: Comprehensive Annual Maintenance Contract for Sewage Treatment Plant at Reach - 1 Extension Metro Stations.

(Schedule)

Sl. No.	Description of item (with brief specification and reference to Book of specification)	Unit	Qty	Unit Rate, in INR / Month	Unit Rate, in INR / Year (12Months)	Total Estimated Amount, in INR
1	Operation and Maintenance of 10 KLD MBR STP for 8 Stations which includes manpower, supply of chemicals, enzymes consumables, lubrications, replacements of media etc. for the STP including on site spares requirements (8 Nos and per month for station is 20,900 =1,67,200)	Package	1.00	1,67,200	20,06,400.00	20,06,400.00
Total Schedule						20,06,400.00

(Rupees Twenty Lakhs Six Thousand Four Hundred only)

Note:

(i) For Schedule one common percentage above/par/below is to be quoted.

FINANCIAL BID PROPOSAL SHEET		
Particulars	**In Figures**	**In Words**
Total Estimated cost (a) (Schedule)	**Rs. 20,06,400.00 /-**	**Rupees Twenty Lakhs Six Thousand and Four Hundred Only.**
Tender Premium in (%) percentage	**…….. % (Above / Below / At Par)**	**……. ……Percentage (Above / Below / At Par)**
Tender Premium in Amount (b)	**Rs. ……**	**Rupees …… ……only**
Total Price (c) = [Total Estimated Cost (a) + Tender Premium in Amount (b)]	**Rs. ……**	**Rupees …… …… only**

Indian Rupees: ……. (In figures)

……..……..……
……..

…… (in words)

Note:

1. **Taxes & Duties :**

   The Quoted price shall be inclusive of Labour Cess Charges and duties and labour cess charges under applicable law but exclusive of CGST and SGST as specific under GCC Clause 39. BMRCL shall pay the output CGST and SGST as invoiced by the contractor to BMRCL.

   The evaluation and comparison of Tenders shall be made accordingly (exclusive of CGST & SGST) by BMRCL No claim will be entertained on this account after acceptance of the Tender or during the currency of the Contract.

2. **Income Tax (IT) deduction**: Income Tax as per the prevailing rate, IT shall be deducted and remitted to the Income Tax authorities and Form 16A shall be furnished by BMRCL in proof of remittance to IT Department. For availing lower deduction of Income Tax, necessary certificate for each financial year issued by the Income Tax Authority shall be furnished by the Contractor, failing which IT at the maximum rate will be deducted.

3. The Quoted Price shall be inclusive of all charges of insurance, transportation up to destination, handling, installation, royalties & any other charges leviable and payable by the Contractor under the Contract, or for any other cause and including Tax to be deducted at source.

4. **UNPRICED ITEMS**

   Items against which no rate or sum is entered by the Tenderer, whether quantities are stated or not shall be regarded as covered by other rates in the Statement of Prices /Tender Pricing. The Tenderer shall take regard of the actual site conditions and the items entered in the Bill of quantities. The Tenderer shall price his Tender accordingly and the Percentage quoted (Above / Below / At par) in the BOQ entered shall be full and only price paid for all work performed against that item except as described in the Tender Documents.

5. BMRCL will consider the above prices for evaluation of Tender only.

6. Tenderer shall quote the Tender Premium (Above/Below/At par) on the Total Estimated Cost in the above 'Financial Bid Proposal'.

SIGNATURE OF THE TENDERER

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SECTION 5 : GENERAL CONDITIONS OF CONTRACT (GCC)

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SECTION-V

GENERAL CONDITIONS OF CONTRACT

A. General

1. Definitions

1.1 Terms which are defined in the 'Appendix to Form of Tender' are not also defined in the General Conditions of Contract but keep their defined meanings. Bold letters are used to identify defined terms.

a) **Bill of Quantities** means the Priced and completed Bill of Quantities forming part of the Tender.

b) The **Contract** is the Contract between the Employer and the Contractor to execute, complete and maintain the Works. It consists of the documents listed in Clause 2.2 of GCC. "The Contract" means and includes Notice Inviting Tender, Instructions to Tenderer, General Conditions of Contract, Special Conditions of Contract, Schedule of Requirement, Technical Specifications, Drawings, Tender Form with Bill of Quantities signed by the Employer and the Contractor, including all the attachments and appendices thereto and all documents incorporated by reference therein;

c) **CAMC** shall mean Comprehensive Annual Maintenance Contract.

d) The **Contractor** is a person or corporate body who's Tender to carry out the Works has been accepted by the Employer. It means the person, firm or company with whom the order of the Works is placed and shall be deemed to include the Contractor's successors (approved by the Employer), representatives, heirs, executors and administrators, as the case may be unless excluded by the terms of the Contract;

e) The **Contractor's Tender** is the completed Tender document submitted by the Contractor to the Employer.

f) The **Contract Value** means the price payable to the Contractor under the Contract for the full and proper performance of its Contractual obligations;

g) **Days** are calendar days; **months** are calendar months.

h) A **Defect** is any part of the Works not completed in accordance with the Contract.

i) The **"Employer"** or **"BMRCL"** means the Bangalore Metro Rail Corporation Limited or the person named as such in the Tender document and includes the legal successors or permitted assigns of the Employer,

j) **"Engineer"** means any person/party nominated or appointed from time to time by the Employer to act as the Engineer for the purposes of the Contract and notified as such in writing to the Contractor.

k) **"Engineer's representative"** means any person nominated by Engineer with the approval of the Employer who shall exercise the authority of the Engineer to the extent notified by the Engineer.

l) **Equipment** is the Contractor's machinery and vehicles brought temporarily to the Site to execute the AMC Works.

m) The **Initial Contract price** is the Contract Price listed in the Employer's Letter of Acceptance.

n) **"Letter of Acceptance"** means the Letter or Memorandum communicating to the Successful Tenderer the acceptance of his Tender and includes other communication modes included in the Instructions to Tenderers.

o) **Materials** are all supplies, including consumables, used by the Contractor for incorporation in the Works.

p) **Notice to Proceed** means the notice issued by the Employer to the Contractor to proceed with the works at the site.

q) **Plant** is any integral part of the Works which is to have a mechanical, electrical, electronic or chemical or biological function.

r) The **Project Site** or "**Site**" means the place specified in the Contract at which any work is required to be executed by the Contractor under the Contract or any other place approved by the Employer for the purpose.

s) **'Appendix to Form of Tender'** is the Salient Features of Contract that defines the documents and other information which comprise the Contract.

t) "**Signed**" includes stamped, except in the case of acceptance of Tender or any amendment thereof;

u) **Specification** means the Specification of the Works included in the Contract and any modification or addition made or approved by the Employer.

v) The **Start Date** shall be the date of issue of 'Letter of Acceptance' (LOA) or the date specified in the 'Notice to Proceed', as the case may be.

w) The **Contract Period** is the duration intended that the Contractor shall execute the CAMC Works. The Contract Period is specified in the 'Appendix to Form of Tender'. The CAMC Contract Period may be revised only by the Employer by issuing an extension of time.

x) A **Subcontractor** is a person or corporate body who has a Contract with the Contractor to carry out a part of the work in the Contract which includes work on the Site.

y) A **Variation** is an instruction given by the Employer which varies the Works.

z) "C**AMC Works**" means all the work specified or set forth and required in and by the said specifications, scope of work and drawings, hereto annexed or to be implied there from or incidental thereto or to be hereafter specified or required in such explanatory instructions and drawings (being in conformity with the said Scope of Work/ original specifications, scope of work and drawings and also in such additional instructions and drawings not being in conformity as aforesaid, as shall from time to time during the progress of the CAMC work hereby Contracted for, be supplied by the Employer.

aa) "**Inspecting Officer**" means any person appointed from time to time by BMRCL and notified as such in writing to the Contractor and includes his authorized representatives/ assistants.

2. Interpretation

2.1 In interpreting these General & Special Conditions of Contract, singular also means plural, male also means female or neuter, and the other way around. Headings have no significance. Words have their normal meaning under the language of the Contract unless specifically defined. "Tender" / "Tendering" / "Tenderer" shall also mean "Bid" / "Bidding" / "Bidder". 'Offer' also means Tender/Bid.

2.2 The documents forming the Contract shall be interpreted in the following order of priority:

(a) Contract Agreement

(b) Letter of Acceptance/Notice to Proceed with the CAMC works

(c) Priced Bill of quantities

(d) Technical Specifications and Scope of Work

(e) Special Conditions of Contract

(f) General Conditions of Contract

(g) Contractor's Proposal and

(h) Any other document listed as forming part of the Contract.

3 Law governing Contract

3.1 The law governing the Contract is the Laws of India supplanted by the Karnataka Local Acts.

4 Employer's decisions

4.1 Except where otherwise specifically stated, the Employer will decide Contractual matters between the Employer and the Contractor.

5 Delegation

5.1 The Employer may delegate any of his duties and responsibilities to other people after notifying the Contractor and may cancel any delegation after notifying the Contractor.

6 Communications

6.1 Communications between parties which are referred to in the conditions are effective only when in writing. A notice shall be effective only when it is delivered (in terms of Indian Contract Act).

7 Subcontracting

7.1 Not Used

8 Other Contractors

8.1 The Contractor shall cooperate and share the Site with other Contractors, public authorities, utilities, and the Employer.

9 Personnel

9.1 The Contractor shall, unless otherwise provided in the Contract, make his own arrangements for the engagement of all staff and labour, local or other, and for their payment, housing, feeding and transport.

9.2 The Contractor shall employ the technical personnel (of number and qualifications) as may be stipulated by BMRCL from time to time during the execution of the work. The technical staff so employed shall be available at site as may be stipulated by the Employer.

9.3 If the Employer asks the Contractor to remove a person who is a member of the Contractor's staff or his work force stating the reasons, the Contractor shall ensure that the person leaves the Site within seven days and has no further connection with the work in the Contract.

9.4 Not Applicable.

9.5 The Contractor shall ensure that the persons deployed are well trained and well qualified for the assigned task and will take necessary instructions from the Engineering Department of BMRCL, for round the clock deployment of trained personnel. Contractor shall ensure compliance of all statutory provisions and labour laws.

9.6 The Contractor will have to engage sufficient and well trained staff on site to ensure proper Schedule Maintenance and to attend Breakdown calls round the clock all 7 days a week & 365 days a year inclusive of all holidays & Sundays.

9.7 Compliance with Labour Regulations

9.7.1 The Contractor shall, if required by the Employer, deliver to the Employer a return in detail, in such form and at such intervals as the Employer may prescribe, showing the staff and the numbers of the several classes of labour from time to time employed by the Contractor on the Site and such other information as the Employer may require.

10 Employer's and Contractor's risks

10.1 The Employer carries the risks which this Contract states are Employer's risks, and the Contractor carries the risks which this Contract states are Contractor's risks.

11 Employer's risks

11.1 The Employer is responsible for the excepted risks which are :

(a) In so far as rebellion, riot commotion or disorder or
(b) A cause due solely to the design of the Works, other than the Contractor's design.

12 Contractor's risks

12.1 All risks of loss of or damage to physical property and of personal injury and death which arise during and in consequence of the performance of the Contract other than the excepted risks are the responsibility of the Contractor.

13 Contractor to execute the Works

13.1 The Contractor shall execute the whole and every part of the CAMC work in the most professional and workman like manner both as regards materials and otherwise in every respect in strict accordance with the agreement, site requirements & instructions of the Engineer. The Contractor shall comply with the provisions of the Contract and with the care and diligence & execute and maintain the installations and provide all labour and materials, tools and plants in so far as necessary for providing these or as inferred from the Contract. The Contractor shall take full responsibility for adequacy, suitability and safety of all the works and methods of maintenance. Contract. The Contractor shall take full responsibility for adequacy, suitability and safety of all the works and methods of maintenance.

13.2 The Contractor shall execute the CAMC Works in accordance with the Scope of Work.

13.3 The Contractor shall supply the spare parts and materials which are found defective during the Contract period without any extra cost.

14 Completion of CAMC Works

14.1 The Contractor may commence execution of the Works on the Start Date and shall carry out the Works in accordance with the program submitted by the Contractor, as updated with the approval of the Employer.

14.2 After expiry of CAMC contract, the Contractor shall hand over to BMRCL all the equipments in good working condition as they are being taking over at the time of starting of CAMC.

15 Safety and Security Measures

15.1 The Contractor shall be responsible for the safety of all activities on CAMC site during the CAMC work.

15.2 It shall be the entire responsibility of the Contractor to adopt all the safety measures & deploy only those personnel during maintenance of the equipments under CAMC, who are adequately trained in safety. If any accident occurs due to wrong operations during maintenance or due to negligence on the part of the Contractor's personnel, it shall be the full responsibility of the Contractor. In case by the negligent act of the Contractors or officials of Contractor, if there is loss / damage to BMRCL property, the Contractor will be solely responsible. BMRCL reserves the right to recover such amount along with damage from the bills of Contractor or through legal proceedings. Employer's decision in this regard will be final and binding.

15.3 Security arrangements for the work shall be in accordance with general requirements and the Contractor shall confirm to such requirements and shall be held responsible for the action or inaction on the part of his staff, employees.

15.4 The Contractor's employees and representatives shall wear safety/protection wear as required at site.

16 Access to the Site

16.1 The Contractor shall allow the Employer and any person authorized by the Employer access to the CAMC Site, to any place where CAMC works in connection with the Contract is being carried out or is intended to be carried out and to any place where CAMC materials are being manufactured / fabricated / assembled for the works.

17 Instructions

17.1 The Contractor shall carry out all instructions of the Employer which comply with the applicable laws where the AMC work site is located.

17.2 BMRCL shall have the right to make Minor Alterations/Additions/Substitutions in the specifications or in the Scope of Work or issue instructions that may be deemed necessary during the period of the Contract and Contractor shall carry out the work in accordance with the instructions which may be given to him by BMRCL's representative.

18 Sufficiency of Tender

I. The Contractor shall be entirely responsible for sufficiency of Prices quoted by him in for CAMC.

II. The Contractor shall be paid for only at quoted/accepted Prices for the activities given in the Specifications/ Scope of work.

III. The Contractor shall be deemed to have satisfied himself before bidding as to the correctness and sufficiency of his bid for the works and of the rates and prices quoted in the Bill of Quantities which rates and prices shall except as otherwise provided, cover all his obligations under the Contract and everything necessary for the proper completion and maintenance of the works, if required Contractor shall obtain clearances from concerned local authorities at his cost. The cost of any item for which contractor has failed to enter rate shall be deemed to be covered by other rates entered in the Bill of Quantities. The Contractor shall also co-ordinate with any other agency working in the same project, compare plans, specifications and the time schedules and so arrange his work that there will be no interference. BMRCL shall entertain no claim on this account.

19 Contractor's Office

I. The Contractor shall establish an office in the Bangalore in consultation with the in-charge for planning, co-ordination and monitoring the progress of the Work and intimate the same in writing to in-charge. In addition, the Contractor may set up field offices at convenient and approved locations for co-ordination and for monitoring the progress of fieldwork at his own cost.

II. The Maintenance Engineer deployed for the maintenance activities should be qualified and trained in the relevant work with valid competency certificate issued by the Contractor and has the knowledge of safety procedures. The Personnel deployed shall be covered with all statutory requirements at the cost of the Contractor.

20 Noise and Disturbance / Pollution

I. All works shall be carried out without unreasonable noise and disturbance. The Contractor shall indemnify and keep indemnified the Employer from and against any liability for damages on account of noise or other disturbance created while carrying out the work, and from and against all claims, demands, proceedings, damages, costs, charges, and expenses, whatsoever, in regard or in relation to such liability.

II. Subject and without prejudice to any other provision of the Contract and the law of the land and its obligation as applicable, the Contractor shall take all reasonable precautions.

21 Supply of Materials, Tools & Plant and Equipment:

I. No material, tools, machinery, plant and equipment shall be supplied by the Employer except as mentioned in the Tender Document. The Contractor has to arrange all tools, equipment as well as cleaning reagents and consumables required for the work.

II. Not used.

III. The Contractor shall supply the items as installed of the same make in the existing equipment. Replacement of all he spares/components shall be of the same make, type and model. If the make and model not available in the market same shall be replaced by an equivalent make after obtaining approval/clearance from the date of NIT.

IV. The Contractor shall supply free of cost, spare parts including materials which are worn out or have become defective during the Contract period. The quoted cost shall include the repairs and replacement of all the Electrical/Mechanical parts wherever required during the CAMC period.

22 Use and Care of Site

I. The Contractor shall not demolish, remove or alter structures or other facilities on the site without prior approval of the Employer.

II. All garbage/debris shall be removed from site daily or as they accumulate. All garbage/debris shall be disposed to the approved locations. The necessary materials required i.e. cartoons/ dustbins etc to be provided by the Contractor at his cost. The transportation for disposing the debris shall also be arranged by the Contractor. The Waste disposal shall be done in sealed condition without affecting the Environment.

III. All Electrical and Electronic equipments shall be cleaned under the supervision of an authorized representative of BMRCL.

IV. The Contractor shall clean only these areas of the Electrical / Electronic & other specified equipments which are either mentioned in the specifications or are permitted by the Employer or mentioned by the authorized representative of the Employer.

23 Housing Facilities:

I. The Contractor shall have to make his own arrangements for housing, boarding / lodging facilities for his staff / engineers.

24 Supply of Water and Electricity

I. The Employer shall make arrangements for Water supply and Electricity, pneumatic supply necessary for the Works.

II. The Contractor shall make his own arrangements to tap the Electricity from the nominated sockets / points. The Contractor shall tap the Electricity as per IE Rules & IE Act (Latest) duly following all safety precautions.

III. The Contractor shall submit full scheme for the requirement of Electricity & water. If scheme mentions Electricity requirement which is beyond the capacity of the Employer, in that case the Contractor shall make his own arrangements / alternative arrangements.

IV. The Contractor should make his own arrangements to draw the water from the available water point to the working place in such a manner without affecting the premises.

V. The Contractor should make his own arrangements for Electricity and Water if the Employer fails to provide Electricity and Water supply due to Technical or any other reasons beyond the control of the Employer.

25 Access Roads

I. Existing roads and other public roads may be used by the Contractor to carry out required maintenance activities, with prior approval of the Competent Authority.

II. The Contractor shall repair any damage to the road or bear the cost thereof due to movement of Contractor's plants and equipment, vehicles etc. to the specifications and satisfaction of Employer.

26 Maintenance instructions and checklists

The Contractor shall provide the Operation and Maintenance instructions and check sheets to Engineer for normal upkeep of the machine and its equipments. The various schedules for the maintenance shall be suitably integrated in the C**AMC.**

27 Maintenance Records:

Contractor will have to maintain proper records pertaining to all preventive/breakdown maintenance activities or any other activities carried out with respect to Comprehensive Annual Maintenance Contract for Sewage Treatment Plant Units of 10 Kld. A copy of the same shall be submitted to BMRCL.

28 Duties, Taxes, Octroi, Royalty Etc

I. The rates and prices quoted for each item shall be inclusive of applicable taxes and duties excluding CGST & SGST. BMRCL shall pay the applicable CGST & SGST as invoiced by the contractor to BMRCL and as per law. The quoted price also includes insurance, transportation up to destination, handling, installation, royalties & any other charges leviable and payable by the Contractor to the authorities and including Tax to be deducted at source as defined in ITT clause 11.

II. The Contractor shall ensure full compliance with tax laws of India with regard to this Contract and shall be solely responsible for the same. He shall submit copies of acknowledgements evidencing filing of returns every year and shall keep the Employer fully indemnified against liability of tax, interest, penalty etc, of the Contractor's in respect thereof, which may arise.

III. Income Tax deduction:

As per the prevailing rate, IT shall be deducted and remitted to the Income Tax authorities and Form 16A shall be furnished by BMRCL in proof of remittance to IT Department. For availing lower deduction of Income Tax, necessary certificate for each financial year issued by the Income Tax Authority shall be furnished by the Contractor, failing which IT at the maximum rate will be deducted. The contractor should not be an Income Tax defaulter.

IV. The Contractor shall be responsible to fulfill all statutory liabilities, if any towards his staff such as payment of minimum wages, PF, ESI, insurance and any other dues etc including all amendments issued by the Govt. from time to time. Being a Principal employer, BMRCL may ask to submit documents in original.

V. Change in Legislation:

Any Statutory variation in taxes and duties, imposition of new levies/taxes after the date of submission of tenders due to change in legislation during the currency of contract will be paid by BMRCL against production of documentary evidence.

29 Possession of the Site

The Employer shall give possession of all parts of the Site to the Contractor. If possession of a part is not given by the date stated in the Contract or Notice to proceed, the reasonable extension of time may be given. However, no monetary claims whatsoever shall be paid to the Contractor or entertained on this account.

30 Comprehensive Annual Maintenance

i) The Contractor shall prepare and submit his detailed working program. As per the frequency shown in the Technical Specifications.

ii) The period of Contract is for 12 months from the date of commencement of the work. However the work should be started within 7 days from the issuance of letter notifying the commencement of work. Employer at its discretion or due to insufficient maintenance may terminate the Contract at any point of time.

iii) Initially the period of Contract is only for 12 months and shall be extended thereafter by the Employer at his discretion.

iv) The Contractor should be capable to work round the clock. The maintenance activities may have to be done during non-operational hours of above plants & equipments, time for which will be intimated to the Contractor.

31 Extension of the Time for Completion

31.1 The Employer shall extend the Time of the CAMC, if a Variation is issued.

31.2 Not Applicable.

32 Advances

No advances shall be paid to the Contractor.

33 Price Variation Clause

Price variations clause is not applicable in this Contract.

B. Time Control

34. Program

34.1 Within the time stated in the 'Appendix to Form of Tender', the Contractor shall submit to the Employer for approval a Program showing the general methods, arrangements, order, and timing for all the activities in the CAMC.

34.2 The Employer's approval of the Program shall not alter the Contractor's obligations. The Contractor may revise the Program and submit it to the Employer again at any time. A revised Program is to show the effect of Variations.

35. Delays ordered by the Employer

35.1 The Employer may instruct the Contractor to delay the start or progress of any activity within the Works. However, no monetary claims whatsoever shall be paid to the Contractor or entertained on this account.

36. Performance Security / Security Deposit

36.1 Within 20 days of receipt of notification communicated by the Employer by issue of "Letter of Acceptance", the Contractor shall furnish a Performance Security for an amount as specified in **Appendix to Form of Tender (Section IV)** in one of the following forms:

(a) A crossed Demand Draft / Pay Order / Banker's cheque in favor of the "**Bangalore Metro Rail Corporation Ltd**," from an Indian Scheduled Bank (excluding Cooperative Banks) or from a Scheduled Foreign Bank as defined in Section 2(e) of RBI Act 1934 read with Second Schedule, **payable at Bangalore**.

or

(b) An irrevocable Bank Guarantee issued from an Indian Scheduled Bank (excluding Cooperative Banks) or from a Scheduled Foreign Bank as defined in Section 2(e) of RBI Act 1934 read with Second Schedule drawn on and **payable and extendable at a designated branch in Bangalore** in the Form given in **Proforma B of Section IX** to the Tender documents. However, 'Performance Security' Bank Guarantee format is also available in http://tender.bmrc.co.in:90. In case furnishing of an acceptable Performance Security is delayed by the Contractor beyond the period provided in this clause, the Employer may forfeit the Earnest Money Deposit / Tender Security.

36.2 The Employer shall be entitled and it shall be lawful on his part to forfeit the amount of the Performance Security in whole or in part in the event of any default, failure or neglect on the part of the Contractor in the fulfillment or performance in all respects of the Contract under reference or any other Contract with the Employer shall also be entitled to deduct from the amount of the Performance Security any loss or damage which the Employer may suffer or be put by reason of or due to any act or other default, recoverable by the Employer from the Contractor in respect of the Contract under reference or any other Contract and on occurrence of either of the aforesaid events upon the Contractor to maintain the amount of the Performance Security as its original limit by furnishing fresh Bank Guarantee of additional amount, provided further that the Employer shall be entitled to recover any such claim from any sum then due or which at any time thereafter may become due to the Contractor under this or any other Contracts with the Employer.

36.3 The Performance Security shall remain in full force and effect from the date of commencement of Contract up to 3 (Three) months beyond the Date of Expiry of the Contract Period. This shall be suitably extended by the Contractor if all Contractual Obligations are not completed by the Contractor. Before the expiry of the date of validity of the Performance Security, the Contractor on being called upon by the Employer from time to time shall obtain from the Guarantee Bank, extension of time for validity thereof for a period of Three months, on each occasion. The extension or extensions aforesaid, executed on non-judicial stamp paper of appropriate value

must reach the Employer at least thirty days before the date of expiry of the Performance Security on each occasion.

36.4 As and when an amendment is issued to the Contract, the Contractor shall, within 15 days of the receipt of such an Amendment furnish to the Employer an amendment to the Performance Security rendering the same valid for the Contract as amended and up to 3 months beyond amended Contract period. All expenses of this shall be borne by the Contractor.

36.5 The Performance Security and or any amendment thereto shall be executed on a non judicial stamp paper of requisite money value in accordance with the laws of the country in which the same is/are executed by the party competent to do so.

36.6 If the Contractor, having been called upon by the Employer to furnish Performance Security fails to furnish the same, it shall be lawful for the Employer :

(i) to recover from the Contractor the amount of Performance Security by deducting the amount from the pending bills of the Contractor under any Contract with the Employer or the government or any other person Contracting through the Employer or otherwise however,

OR

(ii) to cancel the Contract or any part thereof and to execute or authorize to execution of the Works at the risk and cost of the Contractor and in that event the provisions of Clause 47 & 48 shall apply as far as applicable.

37. Insurance

37.1 The Contractor shall prior to commencing the works, effect and thereafter maintain insurances , in the joint names of the Employer and the Contractor, (cover from the first working day after the Start Date to the end of Contract Period), as stated in the 'Appendix to Form of Tender':

1. For loss of or damage to the Works, Plants and Materials and the Contractor's equipment;
2. For liability of both Parties for loss, damage, death and injury to third parties or their property arising out of the Contractor's performance of the Contract including the Contractor's liability for damage to the Employer's property other than the Works and
3. For liability of both Parties and of any Employer's representative for death and injury to the Contractor's personnel except to the extent that liability arises from the negligence of the Employer, any Employer's representative or their Employees.

37.1 Policies and certificates for insurance shall be delivered by the Contractor to the Employer for his approval before the Start Date. All such insurance shall provide for compensation to be payable to rectify the loss or damage incurred. All payments received from insurers relating to loss or damage shall be held jointly by the Parties and used for the repair of the loss or damage or as compensation for loss or damage that is not to be repaired.

37.2 If the Contractor fails to effect or keep in force any of the insurances referred to in the previous sub- clauses or fails to provide satisfactory evidence, Policies or receipts, the Employer may without prejudice to any other right or remedy, effect Insurance for the cover relevant to such default and pay the premiums due and recover the same as a deduction from any other monies due to the Contractor. If no payment is due, the payment of the premiums shall be a debt due.

37.3 Alterations to the terms of Insurance shall not be made without the approval of the Employer.

37.4 Both Parties shall comply with any conditions of the insurance policies.

38. Not Used

C. Quality Control

39. Inspections and Tests

39.1 The Employer or its representative shall have the right to inspect and/or to test the materials or works of the CAMC to confirm their conformity to the Contract specifications at no extra cost to the Employer. Special Conditions of Contract and the Technical Specifications/ Scope of Work shall specify what inspections and tests the Employer requires and where they are to be conducted. The Employer shall notify the Contractor in writing in a timely manner of the identity of any representatives retained for these purposes.

39.2 Should any inspected or tested materials fail to conform to the specifications, the Employer may reject the materials or Works and the Contractor shall replace the material either replace the rejected materials or make alterations /rectifications necessary to meet specification requirements free of cost to the Employer.

39.3 The Employer's right to inspect test and, where necessary, reject the materials or Works at Project Site shall in no way be limited or waived by reason of the materials or Works having previously been inspected, tested and passed by the Employer or its representative prior to the dispatch of the materials.

39.4 **Identifying defects**

The Employer shall check the Contractor's work or in the course of the service of UPS and notify the Contractor of any Defects that are found. Such checking shall not affect the Contractor's responsibilities. The Employer may instruct the Contractor to search for a Defect and to uncover and test any work that the Employer considers may have a Defect.

39.5 **Uncorrected defects**

If the Contractor has not corrected a Defect within the time specified in the Employer's notice, the Employer will assess the cost of having the Defect corrected, and the Contractor will pay this amount or will be recovered from any monies due to the Contractor from the Employer including Performance Security.

39.6 Nothing in GCC Clause 39 shall in any way release the Contractor from any warranty or other obligations under this Contract.

D. Cost Control

40. Bill of Quantities (BOQ)

40.1 The BOQ shall contain items for the CAMC to be carried out by the Contractor.

41. Variations

41.1 The Employer shall have power to order the Contractor to do any or all of the following as considered necessary or advisable during the progress of the work by him

(a) Increase or decrease of any item of work included in the Bill of Quantities (BOQ);

(b) Omit any item of work;

(c) Change the character or quality or kind of any item of work;

(d) Change the levels, lines, positions and dimensions of any part of the work;

(e) Execute additional items of work of any kind necessary for the completion of the works; and

(f) Change in any specified sequence, methods or timing of AMC of any part of the work.

41.2 The Contractor shall be bound to carry out the CAMC work in accordance with any instructions in this connection, which may be given to him in writing by the Employer and such alteration shall not vitiate or invalidate the Contract.

41.3 Variations shall not be made by the Contractor without an order in writing by the Employer, provided that no order in writing shall be required for increase or decrease in the quantity of an item appearing in the BOQ so long as the work executed conforms to the approved drawings.

41.4 The Contractor shall not make any alteration and/or modification of the Works, unless and until the Engineer instructs or gives consent to a Variation.

If the CAMC activities are not in accordance with the Contract, these activities shall not constitute a Variation.

42. Payments for Variations

42.1 Payment for increase in the quantities of an item in the BOQ up to ± 25% of that provided in the Bill of Quantities shall be made at the rates quoted by the Contractor.

42.2 Under no circumstances the Contractor shall suspend the CAMC work on the plea of non-settlement of rates for items falling under this Clause. If any disputes, that may be settled in the manner laid down under GCC clause 51 and respective Special Conditions of Contract

43. Submission of Bills for Payment

43.1 Payment to the Contractor shall be made by BMRCL against **Quarterly bills** for the work done against this Contract. The payment shall be made after deducting any amounts due from the Contractor by way of mobilization advance, taxes, Security deposit, penalties/recoveries if any etc. The Contractor should ensure that all employees are covered for all social benefits viz PF, EPS, EDLI and ESI. The Contractor shall submit proof of recovery and remittance of the same along with the running bill for the next Quadrimester. An indemnification covering BMRCL shall be submitted against any claim during the execution of the Contract or later stage under Employees Provident Fund and Workmen Compensation Act before release of payment of First Bill.

43.2 The Contractor shall submit to the Employer Quadrimester bills of the value of the CAMC works completed less the cumulative amount paid previously.

43.3 The Employer shall check the Contractor's bill and determine the value of the work executed which shall comprise of;

43.4 The Employer may exclude any item paid in a previous bill or reduce the proportion of any item previously paid in the light of later information.

44. Payments

44.1 Payments shall be adjusted for deductions for advance payments, if any, other recoveries in terms of Contract and taxes, at source, as applicable under the law. The Employer shall pay the Contractor within 60 days of submission of complete and valid Bill without any deficiency. The Contractor shall be liable to pay penalty for shortfall in progress.

44.2 Items of the Works for which no rate or price has been entered in will not be paid for by the Employer and shall be deemed covered by other rates and prices in the Contract.

44.3 The cost of all Spares, Materials & Consumables shall be borne by the Contractor.

44.4 The Contractor shall supply all types of skilled man-power for carrying out Schedule and Breakdown/ Corrective Maintenance free of cost.

44.5 Whenever transportation or handling is needed, the Contractor shall arrange the same at his cost.

44.6 For any deficiency or defective service, an amount proportionate to the rates quoted by the Contractor as given in his Price Bid shall be deducted from the running account payment made to the contractor. The decision of Engineer shall be final in this regard.

44.7 Due payment after completion of each quarter after making any recoveries etc. towards taxes, duties & non-performance as described elsewhere in the Bid documents shall be made to the Contractor. No payment to the Contractor shall be released till the Contractor submits the bill for the work done by him.

44.8 Proportionate payment shall be deducted from the Contractor's bill if any work is found to be not done/is incomplete or is unsatisfactory, as adjudged by the Engineer. In case of any difference of opinion between the Engineer and the Contractor, regarding the non-performance or unsatisfactory performance of work, the matter will be referred to the General Manager, BMRCL, whose decision on the matter shall be final. BMRCL may also, at their discretion get such defective/deficiency work done at the risk & cost of the contractor and recover the actual amount spent plus 20% of actual spent amount including all actual BMRCL establishment charges, from the Contractor's bills. Repeated lapses in doing the work satisfactorily shall result in rescinding the Contract as described in GCC Clause 48.

45. Penalty

45.1 Penalty for non-completion of work or poor quality of work i.e. improper supervision, short deployment of manpower/equipments/machines/plants and use of inferior quality of materials etc. will be levied. The Contractor shall keep a bank of spares to ensure minimum down time.

The Penalty leviable for delay in execution is as under:

a) Rs. 10,000/- per each hour of delay will be imposed beyond 5 Hours from the time of intimation for each event where in any STP Units is out of service.

b) The maximum amount of penalty for the whole of the works is ten (10) percent of final Contract price

The decision regarding Penalty & Imposing Penalty shall be of BMRCL. This is in addition to the proportional amount to be deducted for non-completion or not carrying out the work.

45.2 This penalty shall not relieve the Contractor from his obligation to execute the works or from any other of his obligations and liabilities under the Contract.

46. Cost of repairs

Loss or damage to the UPS or Materials to be incorporated in the Start Date and the end date shall be remedied by the Contractor at the Contractor's cost if the loss or damage arises from the Contractor's acts or omissions.

E. Finishing the Contract

47. Termination

47.1 The Employer may terminate the Contract if the other party causes a fundamental breach of the Contract.

47.2 Fundamental breaches of Contract include, but shall not be limited to the following:

a. The Contractor stops work for 7 days when no stoppage of work is shown on the current Program and the stoppage has not been authorized by the Employer;

b. The Contractor becomes bankrupt or goes into liquidation other than for a reconstruction or amalgamation;

c. The Employer gives Notice that failure to correct a particular Defect is a fundamental breach of Contract and the Contractor fails to correct it within 10 Hours of receipt of notice of failure from BMRCL or within such further time period as BMRCL may have subsequently approved in writing;

d. The Contractor does not maintain safety and security which is required;

e. The Contractor has delayed the completion of works by the number of days for which the maximum amount of penalty can be paid as defined in the 'Appendix to Form of Tender'; and

f. If the Contractor, in the judgment of the Employer has engaged in corrupt or fraudulent practices in competing for or in the executing the Contract.

g. If the Contractor has, without reasonable excuse, or has suspended the progress of the work or has failed to proceed with the work with due diligence so that in the opinion of the Employer (which shall be final and binding) he will be unable to secure completion of the work by the date for completion and continues to do so after a notice in writing of 7 (seven) days from the Employer.

h. If the Contractor persistently neglects to carry out his obligations under the Contract and/or commits default in complying with any of the terms and conditions of the Contract and

does not remedy it or take effective steps to remedy it within 7(seven) days after a notice in writing is given to him in that behalf by the Employer.

i. If the Contractor having been given a notice by the Employer in writing to rectify, reconstruct or replace any defective work or that the work is being performed in an in efficient or otherwise improper or un workmanship like un professional manner shall omit to comply with the requirements of such notice for a period of seven (7) days thereafter.

j. If the Contractor assigns, transfers, sublets (engagement of labour on a piece work basis or of labour with materials not to be incorporated in the work, shall not be deemed to be subletting) or otherwise parts with or attempts to assign, transfer sublet or otherwise parts with the entire works or any portion thereof without the prior written approval of the Employer.

47.3 When the Contractor has made himself liable for action under any of the cases aforesaid, the Employer shall have powers:

(a) To determine or rescind the Contract as a foresaid (of which termination or rescission notice in writing to the Contractor under the hand of the Employer shall be conclusive evidence). Upon such determination or rescission the Earnest Money Deposit and/or full security deposit recoverable under the Contract shall be liable to be forfeited and shall be absolutely at the disposal of BMRCL. If any portion of the Security Deposit has not been paid or received it would be called for and forfeited.

(b) To employ labour paid by Employer and to supply materials to carry out the work or any part of the work debiting the Contractor with the cost of the labour and the price of the materials (of the amount of which cost and price certified by the Employer shall be final and conclusive) against the Contractor and crediting him with the value of the work done in all respects in the same manner and at the same rates as if it has been carried out by the Contractor under the terms of his Contract. The Certificate of the Employer as to the value of the work done shall be final and conclusive against the Contractor provided always that action under the sub clause should only be taken after giving notice in writing to the Contractor. Provided also that if the expenses incurred by the Employer are less than the amount payable to the Contractor at his agreement rates, the difference shall not be paid to the Contractor.

(c) After giving notice to the Contractor to measure up the work of the Contractor and to take such whole, or the balance or part there of as shall be unexecuted out of his hands and to give it to another Contractor to complete in which case any expenses which may be incurred in excess of the sum which would have been paid to the original Contractor if the whole work had been executed by him (of the amount of which excess the certificate in writing of the Employer shall be final and conclusive) shall be borne and paid by the original Contractor and may be deducted from any money due to him by the Employer under his Contract or on any other account what so ever or from his security deposit or the proceeds of sales there of or a sufficient part thereof as the case may be. If the expenses incurred by the Employer are less than the amount payable to the Contractor at his agreement rates, the difference shall not be paid to the Contractor.

(d) Any excess expenditure incurred or to be incurred by the Employer in executing the CAMC works or part of the works or the excess loss or damages suffered or any may be suffered by the Employer as aforesaid after allowing such credit shall without prejudice to any other right or remedy available to the Employer in law be recovered from any moneys due to the contractor on any account and if such moneys are not sufficient, the Contractor shall be called upon in writing and shall be liable to pay the same within 30 days.

(e) If the Contractor shall fail to pay the required sum within the aforesaid period of 30 days the Employer shall have the right to sell any or all of the Contractor's unused materials etc. and apply the proceeds of sale thereof towards the satisfaction of any sums due from the

Contractor under the Contract and if there after there be any balance outstanding from the Contractor it shall be recovered in accordance with the provision of the Contract.

47.4 In the event of any one or more of the above courses being adopted by the Employer the Contractor shall have no claim to compensation for any loss sustained by him by reasons of his having purchased or procured any materials or entered into any engagements or made any advances on account or with a view to the execution of the work or the performance of Contract, and in case action is taken under any of the provision afore said, the Contractor shall not be entitled to recover or be paid any sum for any work thereof, or actually performed under this Contract unless and until the Employer has certified in writing the performance of such work and the value to be paid as certified.

47.5 Provided further that if any of the recoveries to be made, while taking action as per 47.3(b) and/or 47.3(c) above, are in excess of the security deposit forfeited, these shall be limited to the amount by which the excess cost incurred by the Employer exceeds the Security Deposits forfeited.

47.6 When either party to the Contract gives notice of a breach of Contract to the Employer for a cause other than those listed under Sub Clause 47.2 above, the Employer shall decide whether the breach is fundamental or not.

47.7 If any information furnished by the Contractor is found to be incorrect at any time, the Contract is liable to be terminated for with and the security deposit is liable to be forfeited by the Employer.

47.8 Notwithstanding the above, the Employer may terminate the Contract for convenience. No Compensation what so ever, will be admissible on this account.

47.9 If the Contract is terminated, the Contractor shall stop CAMC work immediately, make the Site safe and secure and leave the Site as soon as reasonably possible.

47.10 All materials on the Site, Plant, Equipment, Temporary Works and Works are deemed to be the property of the Employer, if the Contract is terminated because of a Contractor's default.

48 Payment upon Termination

48.1 If the Contract is terminated because of a fundamental breach of Contract by the Contractor, the Employer shall prepare bill for the value of the work done less advance payments received up to the date of the bill, less other recoveries due in terms of the Contract, less taxes due to be deducted at source as per applicable law and less the percentage to apply to the work not completed as indicated in the 'Appendix to Form of Tender'. Additional penalty shall not apply. If the total amount due to the Employer exceeds any payment due to the Contractor, the difference shall be a debt payable to the Employer.

48.2 If the Contract is terminated at the Employer's convenience or because of a fundamental breach of Contract by the Employer, the Employer shall prepare bill for the value of the work done, the reasonable cost of removal of Equipment, repatriation of the Contractor's personnel employed solely on the Works, and the Contractor's costs of protecting and securing the Works and less advance payments received up to the date of the certificate, less other recoveries due in terms of the Contract, and less taxes due to be deducted at source as per applicable law and make payment accordingly.

49 Release from Performance

49.1 If the Contract is frustrated by any event entirely outside the control of either the Employer or the Contractor, the Employer shall certify that the Contract has been frustrated. The Contractor shall make the Site safe and stop work as quickly as possible after receiving this certificate and shall be paid for all work carried out before receiving it and for any work carried out afterwards to which commitment was made.

F. OTHERS

50. Force Majeure

50.1 Notwithstanding the provisions of GCC Clauses 31, 34 and 35, the Contractor shall not be liable for forfeiture of its performance security, penalty or termination for default, if and to the extent that, its delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.

50.2 For purposes of this Clause, "Force Majeure" means an event beyond the control of the Contractor and not involving the Contractor's fault or negligence and not foreseeable. Such events may include, but are not limited to, acts of the Employer either in its sovereign or Contractual capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.

50.3 If a Force Majeure situation arises, the Contractor shall promptly notify the Employer in writing of such conditions and the cause thereof. Unless otherwise directed by the Employer in writing, the Contractor shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

51. Procedure for Resolution of Disputes

The Employer and the Contractor shall make every effort to resolve amicably through negotiation any disagreement or dispute arising between them under or in connection with the Contract.

52. Limitation of Liability

52.1 Except in cases of criminal negligence or willful misconduct, and in the case of infringement pursuant to GCC Clause 58 (i),

a) The Contractor shall not be liable to the Employer, whether in Contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the Contractor to pay liquidated damages to the Employer; and

b) The aggregate liability of the Contractor to the Employer, whether under the Contract, in tort or otherwise, shall not exceed the total Contract Price, provided that this limitation shall not apply to the cost of repairing or replacing defective works / equipment.

53. Governing Language

53.1 The Contract shall be written in English language. Subject to GCC Clause 3, English language version of the Contract shall govern its interpretation. All correspondence and other documents pertaining to the Contract, which are exchanged by the parties, shall be written in the same language.

54. The Courts of Jurisdiction

54.1 Any suit or application, arising out of any dispute or difference on account of this Tender shall be filed in a competent court at Bangalore, Karnataka only and no other court or any other district of the country shall have any jurisdiction in the matter.

55. Notices

55.1 Any notice given by one party to the other pursuant to this Contract shall be sent to other party in writing or by facsimile or cable or telex or by hand (duly acknowledged) and confirmed in writing to the other Party’s address specified in Special Conditions of Contract.

56. Use of Contract Documents and Information; Inspection and Audit by the Government

56.1 The Contractor shall not, without the Employer's prior written consent, disclose the Contract, or any provision thereof, or any specification, plan, drawing, pattern, sample or information furnished by or on behalf of the Employer in connection therewith, to any person other than a person employed by the Contractor in performance of the Contract. Disclosure to any such

employed person shall be made in confidence and shall extend only as far as may be necessary for purposes of such performance.

56.2 The Contractor shall not, without the Employer's prior written consent, make use of any document or information enumerated in GCC Clause 56.1 except for purposes of performing the Contract.

56.3 Any document, other than the Contract itself, enumerated in GCC Clause 56.1 shall remain the property of the Employer and shall be returned (in all copies) to the Employer on completion of the Contractor's performance under the Contract if so required by the Employer.

56.4 The Contractor shall permit the BMRCL to inspect the Contractor's accounts and records relating to the performance of the Contractor and to have them audited by auditors appointed by the BMRCL, if so required by BMRCL.

57. Site Investigation Reports

57.1 The Contractor, in preparing the Tender, shall rely on any site investigation reports referred to in the 'Appendix to Form of Tender', supplemented by any information available to the Tenderer.

58. Indemnity Clause:

58.1 The Contractor shall indemnify the Employer against all third-party claims of infringement of Intellectual Property rights of patent, trademark or industrial design rights arising from use of the materials or design or data or any part thereof in India.

58.2 The Contractor shall keep a complaint cum suggestion book in a conspicuous place at the STP Units in which the visitors may record their complaints/suggestions. The Contractor shall send a copy of the complaints/suggestions so received to BMRCL every month.

58.3 The Contractor shall ensure that the attendants provided by him maintain perfect discipline and behavior and they shall not in any manner cause any interference, annoyance, nuisance to BMRCL or its visitors or any other person. In the event of the complaint by the Dy. General Manager (CSW) BMRCL, The Contractor shall immediately replace any such attendant.

58.4 The Contractor agrees and undertakes that the services provided by the attendants shall be to the entire satisfaction of the BMRCL and the Contractor shall make it clear to them that they are the employees of the Contractor. They shall not have any claims against BMRCL and BMRCL shall not be liable to wages, salary, compensation and any other emoluments or any statutory benefits due to them under any law or regulation. The Contractor shall be responsible for providing such amenities or emoluments to its employees admissible under the law/rules/regulation and service contract, as the case may be.

58.5 The Contractor shall at all times comply with the laws applicable to it. The Contractor shall take all reasonable steps during the period of this agreement and shall be solely responsible for third party safety.

58.6 The Contractor shall keep BMRCL indemnified of any loss/damages arising out of any fines or other governmental or private actions arising out of this agreement or during the period of the present agreement or extended period. The Contractor shall at all times indemnify the BMRCL and keep it and its staff and officials indemnified, saved, defended and harmless, from and against all suits, actions, proceedings, and all costs, charges, expenses, fines, penalties, prosecutions, losses, damages, liabilities, claims and demands which the BMRCL may bear, incur or suffer, and/or claimed from it, due to or by reason or any default, breach, on-compliance, non-observance and/or non-performance or any of the terms, conditions, covenants, stipulations or provisions hereof by the Contractor.

59. Management meetings

59.1 The Employer may require the Contractor to attend a Management meeting. The business of a Management meeting shall be to review the progress achieved and the plans for remaining work.

59.2 The responsibility of the parties for actions to be taken is to be decided by the Employer either at the Management meeting or after the management meeting and stated in writing to be distributed to all who attended the meeting.

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SECTION 6 : SPECIAL CONDITIONS OF CONTRACT (SCC)

1. General

The following Special Conditions shall be read in conjunction with Section 5: General Conditions of Contract including Amendments/ Corrigendum thereto. If any provision in these Special Conditions is at variance with that of the aforesaid documents, the later shall be deemed to take precedence there over.

2. Scope of Work / Inspection of Site

The Tender is percentage Tender. The cost of all the individual items shall be computed for the entire work and the Tender premium (plus or minus or at par) on the Total cost shall be quoted. The work under this contract comprises of entire completion of the works described in the document and as specified in the Technical Specifications, Tenderer are advised to visit the Site(s) and ascertain for themselves the exact scope of work and its Working Conditions, viz. Working Hours, Availability of Site(s), availability of labour and materials and such other relevant conditions which effect the execution and the entire completion of the works etc. and quote their Tenders (Percentage) accordingly. Any claim whatsoever will not be entertained by the BMRCL at a later date. For the purpose of inspection of site, the Tenderer is advised to contact the Engineer who will give reasonable instructions/facilities thereof. The Tenderer shall deemed to have inspected the site and its surrounding before hand and taken into account all relevant factors pertaining to site in the preparation and submission of this Tender.

3. Subcontracting (GCC Clause 7)

The Contractor shall not subcontract any part or whole of the works.

4. Compliance with labour regulations (GCC Clause 9.4)

During continuance of the contract, the Contractor and his sub contractors shall abide at all times by all existing labour enactments and rules made there under, regulations, notifications and bye laws of the State or Central Government or local authority and any other labour law (including rules), regulations, bye laws that may be passed or notification that may be issued under any labour law in future either by the State or the Central Government or the local authority. The Contractor shall keep the Employer indemnified in case any action is taken against the Employer by the competent authority on account of contravention of any of the provisions of any Act or rules made there under, regulations or notifications including amendments. If the Employer is caused to pay or reimburse, such amounts as may be necessary to cause or observe, or for non-observance of the provisions stipulated in the notifications / bye laws / Acts / Rules / regulations including amendments, if any, on the part of the Contractor, Employer shall have the right to deduct any money due to the Contractor including his amount of Security Deposit. The Employer shall also have right to recover from the Contractor any sum required or estimated to be required for making good the loss or damage suffered by the Employer.

The employees of the Contractor and the Sub-Contractor in no case shall be treated as the employees of the Employer at any point of time.

5. Safety (GCC Clause 15)

Fire Precautions:

5.1 The Contractor, his agents, representative, workmen etc., shall strictly observe the orders pertaining to fire precautions prevailing within the restricted area.

5.2 Motor transport vehicles, if any allowed by the Engineer to enter the restricted area, must be fitted with serviceable fire extinguishers.

6. Access to the Site (GCC Clause 16)

Security and Passes:

6.1 Contractor's attention is invited to condition that, he shall employ only Indian Nationals after verifying their antecedent and loyalty. The contractor shall, maintain list of his agents, employees and work people concerned and shall satisfy the Engineer as to the bonafides of such people, and submit to the Engineer / Employer on demand.

6.2 The Employer shall at his discretion have the right to issue passes as per rules and regulations of the installation, area in force to control the admission of the contractor, his agents employees and work people to the site of the work or any part thereof. Passes should be returned at any time on demand by the Engineer or the authorities concerned and, in any case on completion of work.

6.3 The contractor and his agents, employees and workers shall observe all the Rules promulgated by the authority controlling the installation area in which the work is to be carried out. e.g. Prohibition of smoking and lighting, fire precautions, search of persons on entry and exit, keeping to specific route, observing specified timing etc., nothing extra shall be admissible for any man hours, etc., lost on this account.

6.4 Conditions of working in restricted area

Work under this contract lies in restricted area.

6.4.1 Visit to site within the restricted area

Permission to enter the restricted areas at the time of submission of Tenders can be obtained through the Employer or his authorized Representative. Tenderers are advised to send prior intimation of their agents, representatives etc., if any, dates and time of their proposed visit so that necessary arrangements may be made by Employer to secure admission. Whether a Tenderer visits the site or not he shall be deemed to have full knowledge of the restriction of entering into/exit from and working within the restricted area.

6.4.2 Entry/Exit

The contractor his agents/representatives, workmen etc., and his materials, carts, trucks or other means of transport etc., will be allowed to enter through and leave from only such gate or gates and such times as the employer or authorities in charge of the restricted areas may at their sole discretion permit to be used. The contractor's authorized representatives are required to be present at the place of entry and exit for the purpose of identifying his carts, trucks etc., to the personnel in charge of the security of restricted areas.

6.4.3 Identity Cards or Passes

The contractor, his agents and representatives are required individually to be in possession of an identity Card or Pass duly verified by the Employer or his authorized Representative. The identity card or pass will be examined by the Security Staff at the time of entry into or exit from the Restricted Area and also at any time or number of times inside the Restricted Area.

6.4.4 Identity of Workmen

(i) Every workman shall be in possession of an identity card. The Identity Card will be issued after thorough investigation of the antecedents of the labourers by the contractors and attested by Officer-in-Charge of the unit concerned in accordance with the Standing Rules and regulations of the units.

(ii) Contractor shall be responsible for the conduct and action of his workmen, agents or representatives.

6.4.5 **Search**

Thorough search of all persons and transport shall be carried out at each gate and for as many times as the gate is used for entry or exit and may also be carried out at any time or any number of times at the work site within the Restricted area.

6.4.6 **Working Hours**

The Contractor should deploy well trained personnel 365 days X 24 Hours with a response time of 3 Hours.

6.4.7 **Access to restricted area after completion of Works** :-

After the works are completed and surplus stores etc. are removed, the contractor, his agents, representatives or workmen etc., may not be allowed to have access to the restricted area except for attending any rectification of defects pointed out to him by the Engineer / Employer.

6.4.8 **Water**

Water will be supplied by the BMRCL. The contractor shall make his own arrangement from the earmarked location. .

6.4.9 **Co-operation with other Agencies**

The contractor shall permit free access and generally afford reasonable facilities to other agencies or departmental workmen engaged by the BMRCL to carry out their part the work, if any, under separate arrangements.

6.4.10 **Electric Supply**

Electricity shall be provided on chargeable basis considering the unit rate charged by BESCOM to BMRCL (i.e. based on the prevailing rate/s of BESCOM), if available and feasible. Otherwise, the Contractor shall make his own arrangements at his own cost, for Electrical Power and gas required for his works. Work shall not be delayed for non availability of electricity/gas.

6.4.11 **Emergency Works**

If, by reason of an emergency arising in connection with and during the execution of the Contract, any protective or remedial work is necessary as a matter of urgency to prevent damage to the Facilities, the Contractor shall immediately carry out such work, under intimation to the Engineer.

7. Inspections and Tests (GCC Clause 39)

7.1 **Inspections and tests at final acceptance are as follows:**

(i) The inspection of the materials / Works shall be carried out to check whether the materials / Works are in conformity with the Technical Specifications attached to the contract and shall be in line with the inspection/test procedures laid down in the Technical Specifications and the General Conditions of Contract. Following broad test procedure will generally be followed for inspection and testing of works.

(ii) The acceptance test will be conducted by the Contractor in presence of the Employer/ Engineer / their representative or any other person nominated by the Employer / Engineer. The acceptance will involve trouble-free operation. There shall not be any additional charges for carrying out acceptance tests. No malfunction, partial or complete failure of the Works should occur.

(iii) In the event of the materials / Works failing to pass the acceptance test, a period not exceeding two weeks will be given to rectify the defects and clear the acceptance test, failing which the Employer reserves the rights to get the Works replaced / redone by the Contractor at no extra cost to the Employer.

7.2 **Materials and Samples**

7.2.1 The contractor shall produce samples of all materials/articles, fittings, accessories etc., that he proposes to use in the Works and get it approved in writing by the Engineer before incorporating in the work. The materials, articles etc., as approved shall be labeled as such and shall be signed by the Engineer and contractor's representative. The samples shall be kept in the custody of the Engineer till payment of final bill.

7.2.2 Materials provided by the contractor for incorporation in the work shall unless otherwise specified in the Technical specifications, comply with the requirement of the latest relevant Indian Standard (IS) in the website of BIS i.e. www.bis.org.in and as specified in 'Karnataka Building Specifications (KBS)', 'Karnataka Roads & Bridges Specifications (KRBS)' and 'Karnataka Public Works Ports and Inland Water Transport Department (KPWP&IWTD)', Bangalore Circle. Incase of any difference / discrepancy on the above, the condition in the interest of BMRCL shall prevail.

8. Variations (GCC Clause 41)

Total variation under the Contract shall be limited to ± 25% of the Total Original Value of the Contract.

9. Payments for Variations (GCC Clause 42)

Payments for variations shall be made in accordance to GCC Clause 42

10. Taxes and Duties (GCC Clause 28)

10.1 The Contract price shall be inclusive of Labour Cess Charges and duties under applicable law but exclusive of CGST and SGST. BMRCL shall pay the output CGST and SGST as invoiced by the contractor to BMRCL

10.2 **Income Tax (IT) deduction:** As per the prevailing rate, IT shall be deducted and remitted to the Income Tax authorities and Form 16A shall be furnished by BMRCL in proof of remittance to IT Department. For availing lower deduction of Income Tax, necessary certificate for each financial year issued by the Income Tax Authority shall be furnished by the Contractor, failing which IT at the maximum rate will be deducted.

10.3 The Contract Price shall be inclusive of all charges of insurance, transportation up to destination, handling, installation, royalties & any other charges leviable and payable by the Contractor under the Contract, or for any other cause and including Tax to be deducted at source and shall be included in the Total Tender Price.

10.4 Contractors shall be entirely responsible for license fees, road permits and any other incidentals incurred until completion of the whole of the Works and handover to the Employer.

10.5 The Contractor shall maintain complete records of duties, other taxes and levies, etc.; payable to various authorities in relation to the Works and submit the receipts/records for verification as and when demanded in writing by the Employer.

10.6 Any increase in CGST and SGST shall not be paid in the extended period of Contract for which the Contractor alone is responsible for delay as determined by the Engineer while granting the extension of time". However, this shall not be applicable for "Variations".

11. Termination (GCC Clause 47)

11.1 The Fundamental breach of the contract shall also include that "the Contractor has contravened GCC Clause 7 (Subcontracting) and GCC Clause 9 (Personnel).

11.2 In the event the Employer terminates the Contract in whole or in part, pursuant to GCC Clause 46, the Employer;

(i) shall forfeit the performance Security, and

(ii) may carry out the Works, upon such terms and in such manner as it deems appropriate, Works similar to those incomplete, and the Contractor shall be liable to the Employer for any excess costs for such similar Works. However, the Contractor shall continue the performance of the Contract to the extent not terminated.

12. Settlement of Disputes (GCC Clause 51)

(a) In case of any Dispute in settling claim or any other matter, the dispute settlement mechanism shall be as per GCC clause 52. Decision of BMRCL shall be final in this regard and binding on both parties.

(b) Notwithstanding any dispute herein:

(ii) The parties shall continue to perform their respective obligations under the Contract unless they otherwise agree and,

(iii) The Employer shall pay the Contractor, any monies due to the Contractor.

13. Notices (GCC Clause 55)

For the purpose of all notices, the following shall be the address of the Employer and Contractor.

Employer *:*

Bangalore Metro Rail Corporation Limited (BMRCL)
III Floor, BMTC Complex,
K.H. Road, Shanthinagar,
Bangalore- 560027.
Karnataka, India.

Contractor:

…….
(To be filled in after the award of Contract).

14. Use of Contract Documents and Information; Inspection and Audit by the Government (GCC Clause 56)

14.1 **Security of Classified Documents**

The contractor shall not communicate any classified information regarding work to others without prior approval of Engineer. The contractor shall also not make copies of the design/drawings and other documents furnished to him in respect of works and he shall return all documents after completion of works or on earlier determination of contract. The contractor shall along with final bill, attach a receipt from the Engineer in respect of his having returned the classified documents as per condition of General Conditions of Contract.

15. Protection of Environment: (New Clause)

15.1 The Contractor shall take all reasonable steps to protect the environment on and off the Site and to avoid damage or nuisance to persons or to property of the public or others resulting from pollution, noise or other causes arising as a consequence of his methods of operation. During continuance of the contract, the contractor and his sub -contractors shall abide at all times by all existing enactments on environmental protection and rules made there under, regulations, notifications and bye-laws of the State or Central Government, or local authorities and any other law, bye-law, regulations that may be passed or notification that may be issued in this respect in future by the State or Central Government or the local authority.

16. Proprietary Materials (New Clause)

16.1 The Contractor shall obtain Proprietary materials from manufacturers authorized stockiest where such authorized stockiest have been appointed. The contractor shall produce original receipt voucher of the same.

16.2 The Contractor shall ensure that approved materials are brought to site in original sealed containers/packing, without breaking manufacturer's markings.

17. Payments (GCC Clause 44)

BMRCL has registered itself in TReDS platform for acceptance of contractor's bills (factor unit), in case the contractor opts for the same.

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SECTION 7 – TECHNICAL SPECIFICATIONS

1. GENERAL

1.1. All works under this contract shall be strictly carried out in accordance with General Rules, specifications, special conditions and all as other preambles in the KBS (2008) , KRBS (2002) specifications and SOR 2021-22 of PW, P & IWTD Bangalore circle including errata and amendments read in conjunction with Technical specification and General Conditions of Contract, Technical specification shall take precedence over the Schedule wherever in variance.

1.2. Materials to be provided by the contractor for incorporation in the work shall unless otherwise specified in the Technical specification comply with their requirements of the relevant Indian Standard (IS) including errata and amendments read in conjunction with latest edition. The contractor may, however, at his own discretion provide and incorporate in the works such materials complying with the requirement of any subsequently amended or revised edition of the corresponding IS without any price adjustment of the lump sum or while pricing deviation.

1.3. Technical specifications given here-in-after are in brief and intended only to particularize, amend and emphasize the specification given in KBS (2008) , KRBS (2002) specifications which are not repeated here-in-after.

1.4. Specification of materials and workmanship shall be all as described in KBS (2008) & KRBS (2002) specifications except where specifically mentioned otherwise in these documents. General rules, preambles to various section/rates, special condition and method of measurement given in KBS (2008) and KRBS (2002) specifications shall also apply to the contract unless otherwise mentioned in the tender documents.

2. SCOPE OF WORK

Comprehensive Annual maintenance of Existing Sewage Treatment Plant

1. Providing 2 Operators in general shift for 8 Metro Station for the Maintenance which includes cleaning of manual screens, Operation of Membrane Bio Reactor (MBR) Plant, Cleaning of Membranes etc.
2. A Supervisor, Mechanical / Electrical Technician shall be available as and when required for preventive maintenance. The Services of a trained engineer to be deputed on a need basis
3. During PCB inspection, representative shall be present at the site
4. Analysis report for the samples to be submitted.
5. Providing Chemicals such as chlorine, Citric acid, HCL, Caustic Soda, Enzymes for aeration process, lubricants for the equipments etc.
6. Servicing of the panel boards, blowers etc., as and when required.

Sl no.	Location/ Station	STP unit
1	Seetharama Palya Station	1
2	Kundalahalli Metro Station	1
3	Vydehi / Nallurahalli Metro Station	1
4	Sathya Sai Hospital Metro Station	1
5	ITPL Metro Station	1
6	Kadugodi Metro Station	1
7	Chennasandra Metro Station	1
8	White field Metro Station	1
	Total	**8**

Sewage Treatment plant and Effluent Treatment Plant:

Collection of sample Sewage from individual units at the point of discharge to ESIC sewer, conducting tests on them to ascertain that these are within the standards fixed by TSPCB, informing ESIC of the results and initiating remedial action.
Name and detailed description of chemicals to be used for treatment if required and their specification may be mentioned.
DUTIES AND OBLIGATIONS

Duties of Operators & Staff Employed:

The Contractor should submit the names of the persons engaged for the work and they have to report to the Engineer-In-Charge on day-to-day basis. Persons employed should not be changed frequently. In case of change the same will be intimated to the employer.
Operation and the maintenance of STP and ETP system comprising of various pumps, motors, blowers, pipelines, setting tanks, filter unit, booster pumps, etc. together with the electrical panels and connections. The Contractor has to keep the area of plant neat and clean.

2**. Repairs**:

a. The contractor has to do all repair work which are repairable at site by the Operator/ Technician on duty immediately, for which no additional labour charge will be paid.
b. Except above if there are any other repair work which are not possible to be repaired at site by the Operator/Technician on duty, that should brought to notice of ESIC Engineer immediately and same should be repaired from outside by original manufacturer/ manufacturer Authorized dealer. Under no circumstances plant should remain under breakdown for more than 03 hours. In the event of breakdown/shut down the onus of attending to the problem in the shortest possible time will rest on the Contractor failing which ESIC is empowered to get the breakdown/shut down any defect rectified from any outside agency at the risk and cost of the Contractor and make necessary deductions from their bills. The Contractor has to keep all the area and surroundings at the site neat and clean and dump the scrapped materials at the scrap yard. It will be Contractor's responsibility to maintain STP and ETP, Plant in healthy state all the time, to plan and undertake preventive maintenance of STP at regular intervals and attend routine maintenance activity every day. Contractor should make a service report for all the maintenance jobs carried out and get it counter signed by the Engineer-in-charge. The Hospital will provide the necessary registers. Contractor Signature and Seal.
The Contractor has to carry out necessary treatment to the sewage so as to get the following:

Raw sewage characteristics:•

The Contractor has to carry out necessary treatment to the sewage so as to get the following:

- **.Raw sewage characteristics:**

Parameters	Units	Values
PH	PH unit	6.0-8.5
BOD5	mg/lt	250-300
Suspended solids	mg/lt	150-300
COD	mg/lt	500-600
Ammonical Nitrogen	mg/lt	20-25
Hardness as CaCo3	mg/lt	200

- **Treated Sewage Water must meet the following values**

Parameters	Units	Values
PH	-	7.0-8.0
BOD5	mg/lt	<20
Suspended solids	mg/lt	<30
COD	mg/lt	<150
Ammonical Nitrogen	mg/lt	<15
Hardness as CaCo3	mg/lt	<15

Contractor has to carry out testing of water at the regular interval of every month and whenever felt necessary as instructed to do so by the Hospital and furnish the test reports to the Engineer-In-charge on priority. The Contractor will also give a Tests Certificate every month of sewage water before and after treatment and certificate must be obtained from the Karnataka State Pollution Control Board authorized laboratories, For B.O.D, C.O.D, PH, TSS, and O&G etc. contractor should keep logbook, on site test reports etc. up to date as per IS. It will be the responsibility of Contractor to remove excess sludge from sludge holding tank. In addition, Contractor shall also carryout cleaning of Grease/Sludge holding Tanks periodically, and disposal of grease / sludge outside the premises on own cost.

Operating of the pumps erected inside the pump house for water supply and constructed beside the septic tanks, taking care to check the levels of

a) Water in the UG sump.

b) Sewage in the tank and maintaining of the pumps and clearing any chokes / blocks in the conveyance lines lying throughout the internal roads

Motors & Pumps · Cleaning and tightening of all screw connections and terminals on controllers. · Examining of fuse contacts and terminals for cleanliness and tightness. · Checking the pump immediately after starting the motor, to see if the pump is generating the rated head, by reading the pressure gauge. · Checking for any undue vibration of stuffing boxes. · Checking of glands for overheating and leakage. Gland packing around the pump set is adjusted to permit only a slight leakage of droplets of water to cool and lubricate the shaft. · Checking if the voltage fluctuation is within the permissible limit of 420-440 V. · Checking of current rating and actual loading of motor to prevent overloading, by frequently monitoring the ammeter reading. · Ensuring that the water level in the water source does not drop more than 1 meter above foot valve and water at the receiving end is not wasted by overflow.

Checking the bearings of the pump periodically and applying grease sufficiently. Checking the gland packing once in two months. ·Checking the valves and pressure gauges and tightening the gland at closer intervals when too much leak of water occurs. Checking the exhaust pump, its auxiliaries and impeller periodically.

Operating of submersible pump once a week, and its maintenance. ·

Checking of booster pipe Other Duties Daily entries will be recorded in the logbook as per requirement and get verified by the Engineer-in charge. Any complaint noticed shall be reported to Engineer-in-charge. The Contractor shall supervise and maintain the Sewage Treatment Plant maintenance work every day and maintain a logbook as per guidelines of the Operation Manual. Security deposit of 10% of the total value of the contract to be submitted in the form of Demand Draft which will be free of interest and the same will be refunded to Contractor only after the satisfactory completion of the Contract and defect liability period of one year whichever is earlier. The short listed contractor will submit a monthly maintenance schedule of all equipment's for approval before commencing operating of the system. Sump Pump required to be maintained by the Contractor installed in the Sewage Treatment Plant.

SECTION 8 – DRAWINGS

NIL

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SECTION 9 : FORMAT OF PERFORMANCE BANK GUARANTEE

1. Form of Bank Guarantee for Performance of Contract

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SECTION – 9

FORM OF BANK GUARANTEE FOR PERFORMANCE OF CONTRACT

To
BANGALORE METRO RAIL CORPORATION LIMITED (BMRCL)
III FLOOR, BMTC COMPLEX,
K.H.ROAD, SHANTHINAGAR,
BANGALORE- 560027.
KARNATAKA, INDIA.

1. **WHEREAS** "……*(Name and Address of the Contractor)* ……....." (hereinafter called the "Contractor") has undertaken for due performance of Contract, in pursuance of Contract No. …… (*description of the Contract work of Bangalore Metro Rail Project to be specified)* (hereinafter called "the Contract")

2.**AND WHEREAS** it has been stipulated in the concerned Contract awarded by Bangalore Metro Rail Corporation Limited (BMRCL) hereinafter called the "Employer" which expression shall unless repugnant to the context or the meaning thereof, include its successors, administrators, executors and assignees, to the Contractor that the Contractor shall furnish to EMPLOYER (BMRCL) with a Bank Guarantee for due performance of Contract from an Indian scheduled Bank (excluding Cooperative Bank) or from a schedule Foreign Bank as defined in Section 2(e) of RBI Act 1934 read with second schedule for, the sum specified herein below as security for compliance of the obligation and performance of the Contractor, in accordance with the concerned Contract.

3. **AND WHEREAS** we …… *(the name and full address of the Bank including Email address)* having registered office at …….. (hereinafter referred to as the issuing Bank) which expression shall unless repugnant to the context or the meaning thereof, include its successors, administrators, executors and assignees, do hereby agree to give the EMPLOYER (BMRCL) on behalf of the Contractor such a Bank Guarantee, drawn and payable at Bangalore …… through our Bangalore ..... Branch.

4. **NOW therefore**, we hereby affirm that we are the guarantor and responsible to EMPLOYER (BMRCL) and their successors, on behalf of the Contractor upto a total sum of INR …… (*amount of Guarantee to be specified in figure and words*) Further, we hereby unconditionally, irrevocably and without demur undertake to immediately pay you, upon your first written demand and without cavil, or arguments any sum or sums within the limits of the sum specified in this Bank Guarantee as aforesaid without you being required to prove or to show grounds or reasons for your demand, by depositing/crediting to the Current A/c. of EMPLOYER (BMRCL), the sums specified.

5. This Bank Guarantee is encashable or extendable at our designated Branch in Bengaluru (Bangalore) Karnataka, India, as mentioned below:

Name of the Bank, Branch and contact details
Address
Telephone no: & Fax No:
E-mail Address
Branch Manager Name & Mobile No:
Bank Zonal Office Address, Telephone No:, Fax Number,
E-mail Address

6. "This Bank Guarantee shall be encashed unless renewed by the Contractor at the request of the Employer, before the due date".

7. BMRCL shall have rights to encash this Bank Guarantee at any time during the guarantee period and the Contractor shall have no right or claim whatsoever in the matter of encashment of the Bank Guarantee amount by the Employer. The Bank will have their responsibility in terms of the guarantee and obligation, to make immediate payment to the EMPLOYER (BMRCL), without the consent of the Contractor and without referring the matter to the Contractor.

8. The Bank shall be liable to pay the EMPLOYER (BMRCL), any amount upto and inclusive of the aforementioned full amount upon written order from the EMPLOYER (BMRCL) to indemnify the BMRCL for any liability of damage resulting from any defects and/or shortcomings of the Contractor and/or the debts the Contractor may have incurred, to EMPLOYER(BMRCL) and/or any parties involved in the Works under the Contract mentioned above, whether these defects and/or shortcomings and/or debts are actual and/or estimated and/or expected. The Bank will deliver the money required by the EMPLOYER (BMRCL) immediately on demand without delay without reference to the Contractor and without the necessity of a previous notice or of judicial or administrative procedures and without it being necessary to prove to the Bank the liability or damages resulting from any defects or shortcomings or debts of the Contractor.

9. Courts at Bangalore, Karnataka, India shall have exclusive jurisdiction for adjudicating the disputes arising out of encashment of the Guarantee, and we, the said Bank undertake not to revoke this Guarantee during its currency, except with the previous consent of the Employer in writing and agree that any change in the constitution of the Bank shall not discharge our liability hereunder.

10. This Bank Guarantee will not be discharged due to the change in the constitution of the Contractor or change in the constitution of the issuing bank.

11. This Deed of guarantee is signed and executed by Shri …… who is/are authorized by the Bank for issuing the guarantee in its behalf and his ID No. and Email address being ……..

12. The Bank's liability under this Guarantee shall not exceed the amount of INR. …… *(to be specified in words and figures* ……)

13. This guarantee shall be valid for ……. till ……

14. The pendency of any dispute or arbitration or other proceedings shall not affect this guarantee in any manner.

15. It is hereby agreed that the liability of the Bank under this guarantee shall cease on the happening of any of the following events:

a) Payment by the Bank of the Guaranteed sum in full to the Employer/BMRCL

Or

b) Issue of written communication by the Employer / BMRCL, to the issuing Bank, along with the Original Bank Guarantees discharging the Bank of its liability covered by this Bank Guarantee. .

Date SIGNATURE AND SEAL OF THE GUARANTOR

NAME OF THE BANK ……

ADDRESS ……

Notes:

1. *The stamp papers of appropriate value shall be purchased in the name of the Bank, who issue the Bank Guarantee.*
2. *The Bank Guarantee shall be from an Indian Scheduled bank (excluding Cooperative Banks) or from a schedule Foreign Bank as defined in Section 2(e) of RBI Act 1934 read with Second Schedule preferably drawn on and payable / extendable at a designated branch at Bangalore only.*

SECTION 10: ANNEXURES

ANNEXURE 1 - FORM OF CONTRACT AGREEMENT

ANNEXURE 2 - CHECKLIST

ANNEXURE 3 - DETAILS OF BANK ACCOUNT FOR REFUND OF EMD

ANNEXURE 4 - FORMAT OF DECLARATION TOWARDS DEBARMENT / BLACKLISTING

ANNEXURE 5 – UNDERTAKING

ANNEXURE 6- CERTIFICATE FOR COMPLIANCE OF RESTRICTIONS IN REGARD TO PROCUREMENT FROM TENDERERS FROM COUNTRIES SHARING LAND BORDERS WITH INDIA

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ANNEXURE- 1

FORM OF CONTRACT AGREEMENT

CONTRACT No. BMRCL/O&M/CSW/L1/03/2023-24

Name of work : Comprehensive Annual Maintenance Contract for Sewage Treatment Plant at Reach -1 Extension Metro Stations.

This **Contract Agreement** (hereinafter referred to as the **"Contract"**) is made at Bangalore on the ..... day of ……, 20…. by and between:

BANGALORE METRO RAIL CORPORATION LIMITED, a Public Limited Company incorporated under Companies Act 1956 and a 50 : 50 Joint Venture of Government of India and Government of Karnataka for the purposed of execution of a Mass Rapid Transit System in the city of Bengaluru, represented herein by its Chief General Manager (Civil) (O&M), authorized to sign and bind the Company, with its registered office located at III Floor, BMTC Complex , K.H.Road, Shanthinagar, Bangalore – 560027,Karnataka, India hereinafter referred to as the **"BMRCL"** or the **"EMPLOYER"**, as the case may be, which expression shall unless excluded by or repugnant to the context or meaning thereof be deemed to include its successors and assigns, of the one part,

and

M/s. ……..(*Name of the Contractor*)……, a ……..(legal status)……Company incorporated under Companies Act 1956, having its office at ……(Contractor's office address) …….represented herein by Mr…… *[Name and designation of the representative) ……..., authorized to sign and bind the Company under the Power of Attorney dated ……and the Board Resolution dated……,who shall be responsible to the Employer under the* Contract No **BMRCL/O&M/CSW/L1/03/2023-24** f*or "***Comprehensive Annual Maintenance Contract for Sewage Treatment Plant at Reach -1 Extension Metro Stations..***"** *hereinafter referred to* as the **"CONTRACTOR"** which expression shall unless excluded by or repugnant to the context or meaning thereof be deemed to include its successors and assigns, on the other part,

Hereinafter, BMRCL/Employer and Contractor are collectively referred to as "**Parties**" and individually as "**party**".

WHEREAS, the Employer invited Tenders for Contract No…….vide notification no……dated……and the Contractor has in response submitted a Tender for Maintenance Contract for **"Comprehensive Annual Maintenance Contract for Sewage Treatment Plant at Reach -1 Extension Metro Stations**.**"** (Hereinafter referred to in this Agreement as "**the Works"**) and agrees to undertake performance of the Works under the terms and conditions set forth in this Contract.

AND WHEREAS, the Contractor emerged as the successful Tenderer and the Employer awarded the Contract to the Contractor and the Contractor agrees for *"***Comprehensive Annual Maintenance Contract for Sewage Treatment Plant at Reach -1 Extension Metro Stations**." under the Terms and conditions specified in this Contract Agreement and the other Contract Documents, forming part thereof.

NOW THEREFORE THE PARTIES HEREBY AGREE AS FOLLOWS:

Clause 1: Words and Expression

In this Contract, all the words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract hereinafter referred to.

Clause 2: The Contract Documents

2.1 The following shall be deemed to form and be read and construed as a part of the Agreement

(a) Letter of Acceptance No. …… dated ……
(b) The Tender (Bill of Quantities)
(c) Instruction to Tenderers/ Bidders
(d) General Conditions of Contract
(e) Special Conditions of Contract
(f) Bid Forms/ Tender Forms
(g) Technical Specifications including scope of work
(h) Drawings
(i) Employer's clarification to Pre-bid Queries and Addendum No……dated…..
(j) Contractor's 'Qualification cum Technical' and Financial proposals submitted vide letter no……dated……
(k) All correspondence between the Tenderer/ Bidder and BMRCL from the date of issue of NIT and the date of issue of this LOA.
(l) Performance Security in the form of Bank Guarantee issued by…….(name & address of the issuing bank)……, vide BG No……dated……amounting to ……valid upto…… and its authenticity confirmed by the bank vide their letter No…..dated….

(m) Any other document forming part of this Contract.

2.2 All of the foregoing documents, together with this Contract Agreement, are referred to herein as the Contract. Also incorporated into the Contract and made part hereof, are all codes, standard specifications, and similar requirements that are referred to therein. In the event of a conflict, inconsistency, ambiguity or discrepancy between the contents of the Contract, the order of precedence shall be according to the General Conditions of Contract.

Clause 3: Integration

The Employer and the Contractor agree that this Contract Agreement, together with other Contract Documents, expresses all of the agreements, understandings, promises and covenants of the parties, and that integrates, combines and supersedes all prior and contemporaneous negotiations, understandings and agreements, whether written or oral and that no modification or alteration of the Contract Documents shall be valid or binding on either party, unless expressed in writing and executed with the same formality as this Contract Agreement, except as may otherwise be specifically provided in the Contract Documents.

Clause 4: Contract Price and Completion Time:

The Contract price shall be inclusive of Labour Cess charges and duties under applicable law but exclusive of CGST and SGST. BMRCL shall pay the output CGST and SGST as invoiced by the contractor to BMRCL. Hence as per clause 39 of General Conditions of Contract and respective Special Conditions of Contract) and completion time for executing the works under the Contract is as below:

1.	Estimated Cost specified in the Tender	Rs. ……
2.	Accepted percentage (Tender premium) (Above or Below or At par)	…… % put to Tender.
3.	**Total Contract Price**	**Rs……** (Indian Rupees…….only).

4.	Date of Commencement of Works	Date of issue of Letter of Acceptance (LOA) as per clause 29 of ITT.
5.	Completion period	12 Months from the start date

Clause 5: Obligations of the Contractor:

The mutual rights and Obligations of the Employer and the Contractor shall be as set forth in the Contract and in particular:-

a) The Contractor agrees, subject to the terms and conditions of the Contract, to perform efficiently and faithfully all of the Works of **"Comprehensive Annual Maintenance Contract for Sewage Treatment Plant at Reach -1 Extension Metro Stations."** under the Contract replacing of defective spare parts, Testing of water quality periodically and maintaining standard quality as per codes etc requisite *for or* incidental to the successful completion of the Works and in carrying out all duties and obligations imposed by the Contract.

b) The Contractor shall ensure full compliance with Tax laws of India with regard to this Contract and shall be solely responsible for the same. He shall submit copies of acknowledgements evidencing filing of returns and shall keep the Employer fully indemnified against liability of tax, interest, penalty etc, of the Contractor in respect thereof, which may arise.

Clause 6: Obligation of the Employer

The 'EMPLOYER' agrees, subject to the terms and conditions of the Contract, to pay Contractor the amount specified and at the rates and terms and in the manner set forth in the Contract.

Clause 7: Governing Law

This Contract is construed/interpreted and enforceable under the applicable laws of the Republic of India.

Clause 8: Language

This Contract Agreement and the other Contract Documents are made in the English language.

Clause 9: Notices

All Notices called by the Terms of the Contract shall be in writing in English Language and shall be delivered by hand or by registered mail with acknowledgement due. All notices shall be deemed to be duly made by the party to whom it is addressed at the following address or such other addresses as such party may subsequently notify the other.

To Employer:

BANGALORE METRO RAIL CORPORATION LIMITED (BMRCL)
III FLOOR, BMTC COMPLEX,
K.H.ROAD, SHANTHINAGAR,
BANGALORE- 560027.
KARNATAKA, INDIA.

To Contractor:

……
……
……
……
……

Clause 10: Jurisdiction of Court

The Courts at Bengaluru shall have exclusive jurisdiction in respect of all the disputes arising out of this Contract Agreement between the Parties.

IN WITNESS WHEREOF, the Parties hereto have caused this Contract to be signed in their respective names by the hands of their authorized representatives on the day and date first above written.

For Bangalore Metro Rail Corporation Limited	**The Contractor**
Employer	
(…….)	( )
Chief General Manager (Civil) (O&M)	Proprietor M/s ……..
WITNESS	**WITNESS**
( )	( )

Note:

**This Contract Agreement is tentative and may be modified as considered necessary at the time of finalization /signing of the Contract.*

*** Blanks to be filled by the BMRCL at the time of finalization of the Form of Agreement*

**** Any other condition considered to be essential in the interest of BMRCL shall be included*

ANNEXURE - 2

CHECK LIST

(A) The following check list is intended to help the Tenderers in submitting offer which are complete. An incomplete offer is liable to be rejected. Tenderers are advised to go through the Tender documents and the list carefully and take necessary action.

(B) Tenderers are also required to submit copy of the checklist, duly marked, along with their offer. The Tender submittals shall consist of the following:

a.	Earnest Money Deposit/ Tender Security (Clause 14 of ITT)	Submitted / Not Submitted
b.	Form of Tender on firm's Letter head (Clause 10 of ITT)	Submitted / Not Submitted
c.	Notarized Power of Attorney (Clause 15.2 / 16.1 of ITT) / Attested copy of the Partnership deed / Ownership record to demonstrate the authority to sign the Tender submittals.	Submitted / Not Submitted
d.	One set of downloaded untampered Tender document along with Employer's clarification on queries including addenda if any) duly signed and stamped on each page (Clause 16.8 of ITT). (**Originals only**).	Submitted / Not Submitted
e.	Proof of payment of Tender fee/ receipt	Submitted / Not Submitted
f.	Bill of Quantities in the format prescribed in Section 4 (Clause 9 of ITT)	Submitted / Not Submitted
g.	Evidence of 'Tenderer's Eligibility and Qualification Criteria (Clause 2 & 3 of ITT) and **Qualification Information** (Section 3) with CA's certifications.	Submitted / Not Submitted
h.	Copy of PAN card	Submitted / Not Submitted
i.	Copy of GST Registration certificate	Submitted / Not Submitted
j.	**Bank Details** in prescribed Proforma given in **Annexure-3 in Section-10** along with a **cancelled Cheque leaf** (clause 14.11 of ITT)	Submitted / Not Submitted
k.	**Undertakings** as per prescribed Proforma given in **Annexure-4** & **Annexure-5 in Section-10.**	Submitted / Not Submitted

Note:

***- The above list is not exhaustive, any other document/s which are required as per the Tender document shall be submitted*

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ANNEXURE - 3

DETAILS OF BANK ACCOUNT FOR REFUND OF EMD

- Name of the Firm/Tenderer:
- Name of the account to which amount to be remitted:
- Complete Address:
- Name of the Bank:
- Branch:
- Address of the Bank Branch:
- Account Type:
- Account Number:
- IFS Code of the Bank Branch:
- MICR Code of the Bank Branch:
- Whether a cancelled Cheque of the Tenderer/Firm is submitted: Yes or No (please tick)

Certified that the information furnished above is correct.

Signature of the Tenderer

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ANNEXURE – 4

FORMAT OF DECLARATION TOWARDS DEBARMENT / BLACKLISTING

We, M/s. ……*[Name of the Tenderer]*……, herein after called " the Tenderer", do hereby affirm and declare that we have NOT been Black listed /Debarred by any Government / Government undertaking / semi Government / Govt. Controlled Institutions/projects/ Reputed private organizations in India, during the last Five (5) years. Also we have not rescinded the works after award of the contract during the last Five (5) years.

In case it is found that above statement is not true, any time during effect of this Tender or currency of the Contract entered between the parties based on the above statement, BMRCL reserves its rights to terminate the Contract and forfeit the Tender Security / Performance Security at its discretion.

Place: Signature of the Tenderer

Date: Name

Designation

Seal of the Company

Phone

Note:

Last five (5) years shall be counted from 28 days prior to the date of submission of the tender.

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ANNEXURE - 5

UNDERTAKING

We, M/s..... *[Name of the Tenderer]…….,* herein after called “the Contractor”, do hereby affirm and undertake to abide by all the terms, conditions and specifications given in the Tender document while performing the contractual obligations relating to ***Comprehensive Annual Maintenance Contract for Sewage Treatment Plant at Reach -1 Extension Metro Stations*** of BMRCL, Bangalore. We do hereby affirm and undertake to follow all labour laws that are applicable from time to time.

We also undertake that the Tender submittals do not contain any deviation or amendment or modification or change of any type whatsoever with regard to tender conditions and specifications.

Place: Signature of the Tenderer

Date: Name

Designation

Seal of the Company

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ANNEXURE – 6

CERTIFICATE FOR COMPLIANCE OF RESTRICTIONS IN REGARD TO PROCUREMENT FROM TENDERERS FROM COUNTRIES SHARING LAND BORDERS WITH INDIA

I have read the clause regarding restrictions on procurement form a bidder of a country which shares a land border with India (Restrictions in regard to procurement from the Tenderers from countries sharing land borders with India, BMRCL letter dated 24/02/2021) and in this regard I certify that (Please tick either (a) or (b) below as applicable and strike out the option which is not applicable)

(a) I certify that I am not from such a country; or

(b) I am from such a country and have been registered with the Competent Authority. I hereby certify that I fulfill all requirements in this regard and eligible to be considered. Evidence of valid registration by the Competent Authority is attached."

……

Signature and seal of Tenderer

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